

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 38	
2. Amendment/Modification No. P00095		3. Effective Date 2004MAY14		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ALEA KAREN ILER (586)574-7157 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: ILERK@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA CENTRAL PENNSYLVANIA- HERCULES AND BRADLEY TEAMS P.O. BOX 15512 YORK PA 17405-1512		Code S4201A	
				SCD B PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) UNITED DEFENSE, L.P. GROUND SYSTEMS DIVISION 1100 BAIRS ROAD PO BOX 15512 YORK, PA. 17405-1512 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-01-C-M016	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2001MAY02	
Code 06085		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) SEE SECTION G							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: W It Modifies The Contract/Order No. As Described In Item 14.							
<input checked="" type="checkbox"/>		A. This Change Order is Issued Pursuant To: Mutual agreement of both parties The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.					
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2007JAN31							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) VITO ZUCCARO ZUCCAROV@TACOM.ARMY.MIL (586)574-7076			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004MAY14	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

DEPARTMENT OF THE ARMY
UNITED STATES ARMY TANK-AUOMOTIVE AND ARMAMENTS COMMAND
WARREN, MICHIGAN 48397-5000

AMSTA-AQ-AHLA

Mr. Raymond Folden
United Defense, L.P.
Ground Systems Division
P.O. Box 15512
York, PA 17405-1512

Dear Mr. Folden:

This letter constitutes a contract modification (DAAE07-01-C-M016, Modification P00095) on the terms set forth herein and signifies the intention of the U.S. Army Tank-automotive and Armaments Command to execute a formal firm fixed price type contract with you for the performance of the hardware set forth in the contract, upon the terms and conditions herein stated, which is incorporated in and made a part of.

You are directed, in accordance with the clause entitled "Execution and Commencement of Work" to proceed immediately to commence performance of the work, and to pursue such work with all diligence to the end that the services may be performed within the time specified in the contract, or if no time is so specified, at the earliest practicable date. You shall, in addition, obtain such approvals in respect of commitments hereunder as may be specified in the contract.

In accordance with the clause entitled "Contract Definitization", you shall submit a proposal to the Government for the articles and services covered by this letter. Your proposal shall be supported by a cost breakdown and such other information as may be specified herein. A Certificate of Current Cost and Pricing Data shall be submitted upon agreement of contract price.

Please indicate your acceptance of the foregoing by signing this letter and returning it with all supporting documentation to this office.

This letter contract is entered into pursuant to 10 U.S.C. 2304(c)(2) and any required justification and approval has been executed.

Sincerely,

Vito Zuccaro
Contracting Officer

EXECUTED AS OF THE DATE SHOWN BELOW:

BY: _____

(Type above, name and position of Officer executing this acceptance)

DATE

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1. This action is Modification P00095 and is issued pursuant to Contract DAAE07-01-C-M016 for the purpose of obtaining the following:

<u>Description</u>	<u>CLIN</u>	<u>Quantity</u>	<u>Proposed Price</u>	<u>X 75%</u>
M7 BFIST vehicles	4001AA	13	\$13,650,000.00	\$10,237,500.00
ODS Modification Kits	4002AA	40	\$10,333,320.00	\$ 7,749,990.00
Total			\$23,983,320.00	\$17,987,490.00

2. This contract is awarded as an Undefinitized Contractual Action (UCA) pursuant to 10 USC 2326 and DFARS Subpart 217.74. The total ceiling price for the effort is \$23,983,320.00, subject to negotiations. This award is funded at 75% of the ceiling price or \$17,987,490.00.

3. In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$17,987,490.00.

4. The Contractor shall promptly begin negotiations with the Contracting Officer the terms of a definitive contract. A firm-fixed price definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed price proposal and cost or pricing data supporting its proposal.

5. The Contractor shall submit a firm proposal for the effort covered by this delivery order no later than 90 days after date of award of this Modification. The schedule for definitizing this contract is:

Contractor submission of proposal: 4 May 2004

Submission of subcontracting plan: 30 May 2004

Commencement of negotiations: 30 May 2004

Definitization of contract: 30 June 2004

6. If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph 5 of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 or Part 31, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

7. The Contractor, by accepting this order, reaffirms that the Representations and Certifications previously furnished under Contract DAAE07-01-C-M016 are current, correct, and valid for this order.

8. The period of performance for this effort will be from date of award of this Modification through 31 Jan 06.

9. The structure of the transmission IROAN kit is based on the 20 November 2002 BOM/SOW generated by GDLS. The prices include having sufficient quantity of guns, TMLs and ISUs available for remanufacture. If these assets are not available, UDLP will require contractual coverage for procurement of new material.

10. CLIN 4001AA is being established for 13 M7 BFIST vehicles. CLIN 4002AA is being established for 40 ODS Modification Kits. Section B is updated to add the CLINs.

11. Section C.2.1 will be revised as follows:

C.2.1 The statement of work for this contract contains requirements for the build of vehicles, kits, and Bradley Advanced Training Systems (BATS). The statement of work is structured so that paragraphs:

C.1 through C.39	Are general and apply to all vehicles and kits (except where annotated)
C.40 through C.44	Are A3 configuration unique
C.45 through C.46	Are M7 BFIST unique
C.47 through C.49	Are reserved
C.50 through C.59	Are ODS configuration unique
C.60 through C.69	Are MLRS configuration unique
C.70 through C.72	Are Bradley Advanced Training Systems (BATS)

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C.80

12. Paragraph C.6.1(h) is added as follows:
- h) M7 BFIST - To be provided
13. Paragraph C.12.4.(h) is added as follows: The M7 BFIST baseine shall be represented by drawing RM87T0023-R7 dated 15 May 2000, plus any applicable ECPs and EOs listed in Attachment 3.
14. Sections C.45 through C.46 are revised to add the M7 BFIST unique requirements.
15. Paragraph E.11.1(e) is added as follows:
- e) M7 BFIST---FIR QF87T0023, Rev A
16. Exhibit J is added, which lists the parts included in the ODS Modification Kits (CLIN 4002AA).
17. The list of M7 BFIST GFM is added to Section J as Attachment 30.
18. As a result of this Modification, the total contract amount is increased by \$17,987,490 from \$818,911,083.28 to \$836,898,573.28.

*** END OF NARRATIVE A 101 ***

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AA	<div> <div>PRODUCTION QUANTITY</div> <div> <div>40</div> <div>EA</div> <div> <div>\$ UNDEFINITIZED</div> <div>NOT TO EXCEED</div> </div> </div> <div> <div>\$ 7,749,990.00</div> <div>\$ 10,333,320.00</div> </div> </div> <div> <div>NOUN: ODS KITS FOR APS</div> <div>PRON: 724043AG72 PRON AMD: 01 ACRN: BB</div> <div>AMS CD: 31102897002</div> </div> <div> <div>Packaging and Marking</div> <div>PACKAGING/PACKING/SPECIFICATIONS:</div> <div>COMMERCIAL</div> <div>LEVEL PRESERVATION: Commercial</div> <div>LEVEL PACKING: Commercial</div> </div> <div> <div>Inspection and Acceptance</div> <div>INSPECTION: Origin ACCEPTANCE: Origin</div> </div> <div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>001 W80KTY4134D002 Y00000 M 1</div> <div> <div>PROJ CD BRK BLK PT</div> <div>GBB</div> </div> <div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>001 40 31-MAY-2005</div> </div> </div> <div> <div>FOB POINT: Origin</div> </div> <div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE</div> <div>(SHIP-TO) WILL BE FURNISHED PRIOR</div> <div>TO THE SCHEDULED DELIVERY DATE FOR</div> <div>ITEMS REQUIRED UNDER THIS</div> <div>REQUISITION.</div> </div> <div> <div>The estimated unit price of \$193,749.75</div> <div>is 75% of the NTE unit price of \$258,333.</div> <div>(End of narrative F001)</div> </div> </div>				

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B.1.1.CLIN STRUCTURE

B.1.1.1 The Contract Line Item Numbers (CLINs) for the contract are structured as follows:

PROGRAM YEAR ONE		
CLIN	QUANTITY	CONFIGURATION
1001	83 Each	M2A3
1002		Reserved - Block Mod 1
1003		Reserved - Block Mod 2
1004		Reserved - Miscellaneous Changes/ECP
1005	26 Each	M3A3
1006		Reserved - Block Mod 1
1007		Reserved - Block Mod 2
1008		Economic Order Quantity, PY2 and PY3
1009	1 Lot	Refurbishment of test vehicles
1010	NSP	M2A3 / M3A3 Data
1011	13 Each	M2A2 ODS
1012		Reserved
1013		Reserved
1014		Reserved
1015	35 Each	M2A2 ODS (Option)
1015AB	35 Each	M2A2 ODS Option Exercised
1016		Reserved
1017		Reserved
1018		Reserved
1019	1 Lot	Refurb of A2 ODS Test veh (Option)
1020	NSP	M2A ODS Data
1021	19 Each	MLRS A0 Carrier
1022	10 Each	MLRS A1 Carrier with Unique Materials and ESIP Requirements
1023	10 Each	MLRS IEDB Kits - Korea
1024	NSP	MLRS Data
1025	121 Each	ODS Applique Kit 57K1589
1026	58 Each	ODS-E Applique Kit S57K1594

PROGRAM YEAR TWO		
CLIN	QUANTITY	CONFIGURATION
2001	44 Each	M2A3
2002		Reserved - Block Mod 1
2003		Reserved - Block Mod 2
2004		Reserved
2005	98 Each	M3A3
2006		Reserved - Block Mod 1
2007		Reserved - Block Mod 2
2008	56 Each	A3 BFIST
2009	1 Lot	Refurbishment of test vehicles (option)
2010		Reserved
2011		Reserved
2012		Reserved
2013		Reserved
2014		Reserved
2015	33 VEHICLES+KITS	ODS Vehicles and Kits (2015AA, 2015AB, 2015, AC,2015AD)
2016	33 each	ATK Weapons, M242 25mm Reman
2017		Reserved
2018		Reserved
2019		Reserved
2020		Reserved
2021	26 Each	M993 MLRS A0 Carrier
2022		MLRS O-Ring Drawings
2023		Reserved
2024		Reserved
2025		Reserved
2026	58 Each	ODS-E Applique Kit SK57K1594 (option)
2027	36 Each	M6 Applique Kit 57K1588 (option)
2028	9 Each	MUA Applique Kit 57K1587 (option)

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2029	44 Each	M7 Applique Kit SK57K1593 (option)
2030	11 Each	Bradley Advanced Training System (BATS) Gunnery
2031	1 Lot	Replenishment of FY99 Spares

PROGRAM YEAR THREE

CLIN	QUANTITY	CONFIGURATION
3001	35 Each	M2A3
3002		Reserved - Block Mod 1
3003		Reserved - Block Mod 2
3004		A3/A2/ODS ASL DEVERSION
3005	103 Each	M3A3
3006		Reserved - Block Mod 1
3007		Reserved - Block Mod 2
3008	10 Each	M2A2 ODS
3009	1 Lot	Refurbishment of test vehicles (option)
3010		146 REMAN 600 HP ENGINES
3011	1 lot	Shipping of 123 engines in containers and 69 containers
3012	9 Each	A3 BFIST
3013	27 Each	M2A2 ODS
3014	26 Each	M3A2 ODS
3015	1 Lot	Combat ASL
3016	1 Lot	Conversion Hardware for APG EFVS to MLRS A1
3017		Reserved
3018		Reserved
3019		Reserved
3020		Reserved
3021		Reserved
3022		Reserved
3023		Reserved
3024		Reserved
3025	128 Each	ODS Applique Kit 57K1589 (option)
3026	64 Each	ODS-E Applique Kit SK57K1594 (option)
3027		Reserved
3028		MLRS KITS, 3028AA, 3028AB, 3028AC(option), 3028AD, 3028AE, 3028AF
3029	28 Each	M7 Applique Kit SK57K1593 (option)
3030	2 Each	BATS Spare Ensemble Image Generators for Fort Knox (OPTION)
3031	1 Lot	BATS Spare Parts Packet for Fort Knox (OPTION)

PROGRAM YEAR FOUR

CLIN	QUANTITY	CONFIGURATION
4001	13 Each	M7 BFIST
4002	40 Each	ODS Modification Kits

B.2 APPLICABILITY OF FEDERAL RETAILERS EXCISE TAX

B.2.1 Federal Retailers Excise Tax (FRET) does not apply to the items under this contract. FRET is therefore not to be included in the price set forth in this Section.

B.3 PERFORMANCE BASED PAYMENTS

B.3.1 This contract provides for Government financing to the Contractor in the form of Performance Based Payments. Payment events and success criteria necessary to make payments in accordance with the provisions of FAR 32.1000, Performance-Based Payments and FAR 52.232-32, are specified elsewhere in this contract at H.35 Performance Based Payments.

B.3.2 Performance Payments: Detailed procedures for performance based payments will be mutually developed and agreed to between the Contractor and the Administrative Contracting Officer. That agreement will be documented by a Contractor Performance Billing Procedure and will, as a minimum, define a procedure that identifies performance billings to the Contract's ACRN level by each item.

B.3.3 Liquidation: The final event is DD form 250 acceptance by the Government and will constitute the final 10% of the CLIN price and any withholds, if applicable. This event will liquidate previous performance payments (maximum 90% of CLIN value) against each vehicle delivered. If no performance payments have been made, the Contractor is entitled to 100% payment of that vehicle at time of final DD form 250 acceptance by the Government.

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B.3.4 Performance Delays: Except for an adjustment for Default, delay in delivery attributed to such events as (acts of nature, war, strike, etc.) may result in an adjustment to the affected portion of work but shall not cause interruption of otherwise eligible performance based payments and shall not become a basis for recovery of previously, properly disbursed performed based payments. All other delays shall be administered in accordance with FAR 32.1007 or the changes provision of this contract.

B.3.5 Performance Payment Adjustments: Performance events, amounts and success criteria may be adjusted by mutual agreement on an on-going basis if a contract action or the Contractor's performance has significantly affected the performance payment schedule. Except for an adjustment for default, adjustments under this provision shall not become the basis for recovery of previously, properly disbursed performance based payments.

B.4 INVOICES

The contractor shall submit invoices to the following address:

DFAS-Columbus Center
DFAS/CO-North Entitlement Operations
P.O. Box 182266
Columbus, OH 43218-2351

B.5 REMITTANCE ADDRESS

The following remittance address is established for all monies due under this contract:

United Defense, L.P.
Ground Systems Division
Post Office Box 99405
Chicago, IL 60693-9405

B.6 ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS

B.6.1 The contract price includes costs for Contractor compliance, with all applicable Federal, State, and Local Environmental, Health and Safety laws, rules, regulations, guidelines, standards, limitations, conditions, orders, controls, prohibitions and other requirements (all of which are hereinafter referred to as requirements) which affect the performance of this contract, as of award date, are in effect or scheduled to become effected during the contract term. The contract price does not include any amount for future additional or changed requirements which are not currently established and which may become effective during the term of the contract.

B.6.2 In the event any of the foregoing Contractor compliance requirements are changed (i.e. altered, rescinded, postponed, replaced, or supplemented by new or additional requirements) subsequent to the contract award date, and such changes cause an increase or decrease in the cost of, or time required to perform this contract, such change in cost or time requirement shall constitute the basis for an adjustment of the contract price or delivery schedule, as the case may be, provided the costs of compliance with such changed requirements are allowable and allocable to this contract under the FAR.

B.7 INSTALLATION OF GOVERNMENT FURNISHED MATERIAL and/or PROPERTY

The unit price of any vehicle,training device,or kits acquired under this contract includes all charges for the initial installation of Governmmnt furnished items, material or property listed in Attachment 1 of the contract, titled GOVERNMENT FURNISHED ITEMS.

B.8 CONTRACT DATA REQUIREMENTS

The cost for data requirements listed on the contract's DD form 1423, Exhibit A to the contract, are included in the vehicle unit prices.

B.9 OPTION PRICES BY CONFIGURATION

B.9.1 Following are the per unit option prices, by program year.

OPTION ITEM	PROGRAM YEAR ONE per unit price	PROGRAM YEAR TWO per unit price	PROGRAM YEAR THREE per unit price
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B.9.2 KITS

B.9.2.1	Mod Kit MUA Applique	PN 57K1587	None	\$27,727	NONE
B.9.2.2	Mod Kit M6 Applique	PN 57K1588	None	\$20,830	NONE
B.9.2.3	Mod Kit ODS Applique	PN 57K1589	None	NONE	\$ 68,148
B.9.2.4	Mod Kit BFIST M7	PN SK57K1593	None	\$58,906	\$ 51,554
B.9.2.5	Mod Kit ODS-E	PN SK57K1594	None	\$50,150	\$ 44,274

B.9.3 PAINT

B.9.3.1	Tan/Green - BfV	\$ 0.00	\$ 0.00	\$ 0.00
B.9.3.2	Woodland Camouflage - ODS	\$2,342.00	None	None

B.9.4 VEHICLES (Per Unit)

B.9.4.1	M2A2 ODS	\$828,049	None	None
B.9.4.2	MLRS A0 - Unique Material	\$ 24,697	None	None
B.9.4.3	MLRS A1 - Unique Material/ESIP	\$118,267	None	None

B.9.5 FLEXIBLE FIELDING SCHEDULE (PER VEHICLE) (Only Applies to A3 Vehicles)

B.9.5.1	Deleted by Modification P00092			
B.9.5.2	Deleted by Modification P00092			
B.9.5.3	Accelerate one month	None	\$ 0.00	\$ 0.00
B.9.5.4	Accelerate one month	None	\$ 0.00	\$ 0.00
B.9.5.5	Accelerate two-three months			
	with 12 month notice	None	\$171,000	\$171,000
	with 13 month notice	None	\$142,500	\$142,500
	with 14 month notice	None	\$114,000	\$114,000
	with 15 month notice	None	\$ 85,500	\$ 85,500
	with 16 month notice	None	\$ 47,500	\$ 47,500
	with 17 month notice	None	\$ 23,750	\$ 23,750
	with 18 month notice	None	\$ 14,250	\$ 14,250
	19 month or more notice	None	\$ 0.00	\$ 0.00

*** END OF NARRATIVE B 001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 RESERVED

C.2 CONTRACT STRUCTURE

C.2.1 The statement of work for this contract contains requirements for the build of vehicles, kits, and Bradley Advanced Training Systems (BATS). The statement of work is structured so that paragraphs:

- C.1 through C.39 Are general and apply to all vehicles and kits (Except where annotated)
- C.40 through C.44 Are A3 configuration unique
- C.45 through C.46 Are M7 BFIST unique
- C.47 through C.49 Are reserved
- C.50 through C.59 Are ODS configuration unique
- C.60 through C.69 Are MLRS configuration unique
- C.70 through C.72 Are kits/spare unique
- C.80 Are Bradley Advanced Training Systems (BATS)

C.3 GENERAL REQUIREMENTS

C.3.1 The Contractor shall furnish all supplies and services that are necessary to accomplish this contract for the items set forth in Section B, or elsewhere in the contract. The contractor shall provide all technical support as required to include, but not limited to, assisting manufacturing understanding and interpreting drawings and technical data, Material Review Board actions regarding discrepant materials, liaison with STS Contractor design personnel, and maintaining Technical Data required to manufacture the vehicle systems and equipment under this contract. The Government will provide in a timely manner the materials listed in Attachment 1 - Government Furnished Items, to assist in the build of vehicles, trainers, and kits required under the contract..

C.3.2 The contractor shall provide failure free vehicles through the hand off.

C.3.3 It is recognized that there are A3 performance specification requirements for which full compliance has yet to be demonstrated through vehicle testing, but for which full compliance is anticipated. These include the specification requirements listed below. In the event that subsequent testing, if required, fails to demonstrate full compliance, such requirements shall be addressed in future specification notices, deviations, or waivers. In such cases, the contractor shall not be required to provide any consideration to the Government in exchange for processing and approval of these documents.

- a. 3.1.2.2.5.5.9 Filter Selection
- b. 3.1.2.2.7.3.1.1 Compatability Checking
- c. 3.1.2.2.1 External Target Handoff

C.3.4 It is recognized that there are MLRS A0 performance specification requirements for which full compliance has yet to be demonstrated through vehicle testing, but for which full compliance is anticipated. These include the specification requirements listed below. In the event that subsequent testing, if required, fails to demonstrate full compliance, such requirements shall be addressed in future specification notices, deviations, or waivers. In such cases, the contractor shall not be required to provide any consideration to the Government in exchange for processing and approval of these documents.

- a. 3.1.1.2 Cruising Range
- b. 3.1.3.3 Nuclear Survivability
- c. 3.4 - 3.4.5 Electromagnetic Interference/Compatibility (EMI/EMC)

C.3.5 The BATS trainer configuration and contract price are based on the exception to the BATS performance specification listed in section C.80. FM23-1 dated March 1996 will be used in lieu of the April 2001 version. The 25mm and coax misfire procedures shall be as specified in the operator manual and/or Instructor Utilization Handbook (IUH).

C.4 VEHICLE TEARDOWN MIX - STARTING CONFIGURATION

C.4.1 The Government shall provide to the Contractor a mix of A0 or A2 vehicles designated below to be used in the build / remanufacture of Bradley vehicles under this contract. The contractor is allowed to select the most economical means in determining the start configuration of any vehicle delivered under the contract. If the Government exercises options(s) for additional BFV M2ODS vehicles, an A0 vehicle shall be provided as the start configuration.M2A3 vehicles will start with M2 vehicle configurations, M2A2/M3A2 ODS or M3A3 vehicles will start with M3 vehicle configurations.

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A0 vehicles a total of 81
A2 vehicles a total of 452

C.4.2 This clause is not applicable to MLRS vehicles.

C.5 PAINT REQUIREMENTS

C.5.1 Bradley vehicles delivered under the contract shall be painted Tan 686, unless the parties agree otherwise. Paint requirements are not applicable to BATS.

C.5.2 MLRS / MLRS carriers delivered under the contract shall be painted with a chemical agent resistance coating with a color of 383 green, unless the parties agree otherwise.

C.5.3 External kit parts delivered under the contract shall be painted Tan 686, unless the parties agree otherwise.

C.6 VEHICLE SERIALIZATION REQUIREMENTS

C.6.1 The Contractor shall maintain a vehicle serial numbering system as listed below and in accordance with the Contractor's current practice. The contractor shall provide to the Government the new numbers and their corresponding vehicle when the numbers are assigned. The remanufactured vehicles data plates and the existing vehicle serial number on the flange final drive/horse collar shall be modified accordingly.

- a) M2A3 sequentially beginning with number 2AGR0162Y
- b) M3A3 sequentially beginning with number 3AGR0052Y
- c) M2A2ODS sequentially beginning with number 2ADR0537Y
- d) M3A2ODS sequentially beginning with number 3ADR4026Y
- e) MLRS Sequentially beginning with number 4AA01059
- f) MLRS A1 Sequentially beginning with number 4AA01078 up to 4AA01087
- g) M3A3 BFIST Sequentially beginning with number 7AGR0003Y
- h) M7 BFIST - To be provided

C.7 CLASS I/II OZONE DEPLETING SUBSTANCES (CIODS)

C.7.1 The Contractor is prohibited from using any of the specifications, standards or substances requiring the use of CLASS I or CLASS II Ozone Depleting Substances during the manufacture of vehicles unless a Government certification for use is granted. The following CLASS I/CLASS II Ozone Depleting Substances have been approved for use under this contract. The approval(s) does not waive any other law, regulation, requirement or criteria relating to the use of the CIODS the Contractor may be required to comply with.

- a) Halon 1301 (Halon is not applicable to MLRS)

C.8 YEAR 2000 (Y2K) COMPLIANCE

C.8.1 The Contractor shall ensure that products provided under this contract whether acting alone or combined as a system, are able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. This includes interfaces with standard military products [such as the Global Positioning System] which use DoD approved interface formats.

C.8.2 In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to July 31, 1999 for purposes of interfacing with the military Global Positioning System and subsequent to December 31, 1999 for all other purposes. The information technology shall be Year 2000 compliant upon delivery; or any non-compliant information technology shall be upgraded to be Year 2000 compliant prior to the earlier of (i) the earliest date on which the information technology may be required to perform date/time processing involving dates later than July 31, 1999 for purposes of interfacing with Global Positioning System or December 31, 1999 for other purposes, or (ii) July 31, 1999 for products that interface with the military Global Positioning System or December 31, 1999 for all other products.

a. Contractor responsibility under this clause is limited to information technology for which it is solely responsible. Government Furnished Information Technology (GFIT) provided under this contract as well as any other Government furnished or controlled hardware, software or firmware with which Contractor products must interface is expressly excluded.

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b. To the extent that current government approved designs require modification to achieve such compliance, appropriate engineering change proposals will be processed in accordance with the applicable contract. Replacement of previously delivered products or components, if required by the Government, will be accomplished under the Changes clause and the contract price and/or schedule will be equitably adjusted.

c. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if the other information technology properly exchanges date/time data with it.

C.9 DATA REQUIREMENTS AND REPORTS

C.9.1 The Contractor shall prepare technical data and/or reports in the format and scope specified in the applicable Data Item Description (DD forms 1664), or as described elsewhere in the contract. The required information shall be furnished to the Government in accordance with the requirements of the Contract Data Requirements List (DD Forms 1423) or as specified in the contract. The Contract Data Requirement Lists (CDRLs) are at Exhibit A.

C.9.2 All data and reports shall be submitted by e-mail or other electronic means acceptable to the Government. Proprietary data/export control data submitted by the Contractor may be submitted via a computer disk.

C.10 WAIVERS AND/OR DEVIATIONS

C.10.1 Applicable waivers and deviations approved for vehicles, trainers, or kits delivered under the contract are listed at Attachment 2.

C.11 SPECIALTY ENGINEERING-SYSTEM SAFETY PROGRAM

C.11.1 System Safety Program. The Contractor shall maintain a system safety program, in accordance with MIL-STD 882. The Contractor shall maintain a listing of Material Safety Data Sheets identifying all hazardous material required for operating, storing and sustaining the vehicle and its support items. The Contractor shall immediately make the list available to the Government, if requested.

C.12 CONFIGURATION MANAGEMENT

C.12.1 Configuration Management System. The Contractor shall operate and maintain a configuration management (CM) and control system throughout the period of performance of this Contract per United Defense's CM plan. Any change to the CM plan must be reviewed by the Government to ensure that adequate practices are used that are acceptable to the Government's procurement processes. Copies of all changes shall be provided to the PCO in the form of a revised CM plan. If there are discrepancies between the CM Plan and the requirements / provisions of this contract, the contract requirements / provisions shall prevail.

C.12.1.1 The Government reserves the right to review contents and verify the accuracy of the Contractor's configuration control system at any time during the Contract.

C.12.2 Product Configuration Identification. All performance/product specifications, product drawings, CAD drawings/models, approved changes, Remanufacture documents, software documentation used for design and production of a vehicle shall constitute the Product Configuration Identification (PCI) for that system.

C.12.3 Rights to Technical Data. All PCI data created or obtained from this or previous Contracts for use in the performance of the work designated by the Government shall be available with unlimited rights as described in clause 252.227-7013 (Defense Federal Acquisition Regulation). The Government shall have access to such data at all times.

C.12.3.1 Technical data generated for this contract shall be adequate for competitive acquisition. Any changes developed under this contract shall include all activities through incorporation of changes into the drawing package. Deliveries of any drawings/TDPs shall be paid by the contract under which the change was generated. All new drawings shall be prepared as Computer Aided Design (CAD) drawings.

C.12.3.2 The Contractor shall, to the best of their ability, attempt not to prepare data for components or items for which Government released data exists.

C.12.4 Design Constraints - The PCI baseline for the start of this contract is represented by the following:

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- a) The M2A3 baseline shall be represented by drawing RM87T0010-R2 and RM87T0010-R4 , plus applicable drawings contained in the UDLP Production Drawing List dated 3/10/01, plus all ECPs and EOs listed in Attachment 3.
- b) The M3A3 BFIST baseline shall be represented by drawing RM12466201-R9, plus applicable drawings contained in the UDLP Production Drawing List dated 6 June 2003, plus all ECPs and EOs listed in Attachment 5.
- c) The M2A2 ODS baseline shall be represented by drawings RM87T0004-R3, and (RM87T0004-R5, released), plus applicable drawings contained in the UDLP Production Drawing List dated 4 September 2003, plus all ECPs and EOs listed in Attachment 3.
- d) The MLRS M993 baseline shall be represented by drawing 8750045, Revision T, dated 16 June 1999, plus any applicable ECPs and EOs listed in Attachment 3.
- e) The MLRS M993A1 baseline (87T0078) shall be represented by the United Defense Production Drawing List that includes drawing 8750045, Revision T, plus ILMS Kits referenced in 57K1561 less the non-essential A0 parts, plus any applicable ECPs and EOs listed in Attachment 3.
- f) The BATS baseline shall be represented by the Bradley A3 Gunnery Training System Specification ORL-BPD9000 revision C.2a dated February 2002 as modified by the list of exception set forth under paragraph C.80 and the vehicle software baseline VVID 6.02, the technical scope submitted by UDLP under ORL-BPD-9168 dated 18 Sep 02, and the Indentured Parts List applicable to production of BATS unit #14 (Also identified as Production unit #1 under CLIN 2030 of the contract)..
- g) The M3A2 ODS baseline shall be represented by drawings RM87T0005-R3, and (RM87T0005-R5, RELEASED), plus applicable drawings contained in the UDLP production Drawings list dated 4 September 2003, plus all ECPs and EOs listed in Attachment 3
- h) The M7 BFIST baseline shall be represented by drawing RM87T0023-R7 dated 15 May 2000, plus any applicable ECPs and EOs listed in Attachment 3.

- C.12.4.1 For the categories of Contractor-controlled changes set forth below, the Contractor shall provide notification/documentation for approval to the Government. The categories are:
- C.12.4.1.1 Replacement of any support item with another item. This constraint applies only to changes affecting interchangeability. Items that fall into this category are:
 - a. Repair and Spare Parts
 - b. Repair Kits
 - c. Tools/Support Equipment/Training Devices
 - C.12.4.1.2 Changes which impact MANPRINT (Safety, Health Hazards, Soldier Survivability, Human Factors, Personnel, Manpower, Training).
 - C.12.4.1.3 Changes which impact testability.
 - C.12.4.1.4 Interface Control Documents and DSESTS LRU test strategy reports. DSESTS LRU test strategy reports required for A3 only.
 - C.12.4.1.5 Changes in the remanufacture process utilizing a remanufactured part in place of a new part.
 - C.12.4.2 The Government will provide written notification to the Contractor within twenty (20) working days of a documented submission (notification to approve a change)of its (1) nonconcurrency or (2) an estimated date when a decision will be rendered. If the Government does not respond within the twenty (20) day period, the notification is considered approved.
 - C.12.5 The Contractor shall coordinate change concurrence with Design Authority for any PCI data not under their custodianship.

C.13 CONTRACT QUALITY SYSTEM/PRODUCT ASSURANCE PROGRAM PLAN

- C.13.1 The Contractor shall implement and maintain a Quality System, as defined by the Product Assurance Program Plan (PAPP), that ensures compliance to the contract requirements. A copy of the plan is located as Attachment 4 to the contract. Changes to the plan require Procuring Contracting Officer (PCO) approval. If there are discrepancies between the plan and the requirements/provisions of the contract, the contract requirements shall prevail.
- C.14 HANDOFF REQUIREMENTS
 - C.14.1 Fielding: The Contractor shall provide fielding support in accordance with their Material Fielding Agreement (MFA) in effect at

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time of award. Any change to the MFA must be reviewed by the Government to ensure that adequate practices are used that are acceptable to the Government. Copies of all changes shall be sent to the PCO and the ACO in the form of a revised MFA. If there are discrepancies between the MFA and the requirements/provision of this contract, the contract requirements/provisions shall prevail.

C.14.2 Vehicle Acceptance: The Contractor is responsible for providing vehicles meeting the requirements of the performance specification. The final Material Inspection and Receiving Report (DD Form 250) will be signed upon Government acceptance at the fielding or test site immediately after vehicles are issued to the gaining unit, with the exception of test vehicles. For test vehicles the DD form 250 will be issued following test. The maximum duration of each Follow-on Production Test (FPT) is estimated to be four (4) months and the maximum duration of each Extended Follow-on Production Test (EFPT) is estimated to be eight (8) months. If the tests are not completed within these time frames and no vehicle performance issues have been encountered (reference paragraph C.25.2), then the DD form 250 will be executed by the PCO prior to completion of the test.

C.14.3 Issuance Date: The Contractor shall continue to support and repair/correct the vehicles through the issuance date and completion of the DD Form 250. On the issuance date, the gaining unit shall be provided access to the vehicle to begin Operator New Equipment Training (OPNET) and complete initial Preventive Maintenance Checks and Services (PMCS), during which time the Contractor shall not be liable for injury to soldiers unless due to negligence on the Contractor's part.

C.14.4 Coordination for facilities, support equipment and any other Government required actions needed by the Contractor to meet the final acceptance of vehicles by the gaining unit will be accomplished jointly by the Contractor and the Government (to include the gaining unit) as an action taken during the normal new material introductory briefing process, which occurs 360, 180, and 90 days prior to the actual handoff.

C.14.5 The requirements of C.14 do not apply to the MLRS carriers, Trainers or Kits. For MLRS Carriers and Kits, the DD 250 shall be signed at United Defense, York, Pennsylvania and Santa Clara, California, respectively.

C.14.5.1 The DD250 requirements for MLRS 600HP KITS for CLIN 3028AA, 3028AB, and 3028AC, 3028AD, 3028AE shall be signed at United Defense, York, Pennsylvania.

C.14.6 FY02 kits listed in Exhibit B will be DD250'd, less hardware, and remain at supplier's until required with a withhold of \$51,000. The contractor may bill for this withhold after vehicle deliveries.

C.15 STANDARD GFM DISPOSITION INSTRUCTIONS - FAYETTE

C.15.1 The Contractor shall dispose of/ship parts or assemblies/subassemblies in accordance with Attachment 5, Standard GFM Disposition Instructions. The Contractor is authorized to scrap material, which will not be reported through the normal plant clearance procedures and will be sold separately as scrap and proceeds returned to:

Finance and Accounting Division
U.S. Army Tank-automotive and Armaments Command
ATTN: Disbursing Branch (AMSTA-EFD)
Warren, Michigan 48397-5000

C.15.2 The Contractor, in accordance with current maintenance management update, shall prepare DA Forms 2407/407-1 or DA Form 5504 for each remanufactured vehicle and for the application of each modification.

C.15.3 It is recognized by the parties that costs for the packaging, handling and transportation of materials to be shipped listed in accordance with Attachment 5 (except for items to be scrapped) have been excluded from the price of this contract.

C.15.4 This clause C.15, is not applicable to MLRS vehicles, BATS, or ODS Digitization Kits.

C.16 GOVERNMENT MATERIAL REPORTING

C.16.1 The Contractor, upon receipt of Government owned assets will perform an inventory (with DCMC oversight/guidance) and inspection within ten (10) working days. Contractor shall provide notification of receipt to the Government in Contractor format as guidance, described in DI-MGMT-80389A, and Report of Government Furnished Material, described in DI-L-10331, CDRL A006. These two requirements may be submitted as a single report.

C.16.2 Report of Shipping (Item) and Packaging Discrepancy. This report will be provided to the Government by the Contractor on an as needed basis when GFM is received which does not agree with information on the shipping document, and when vehicles are found to have transportation damage. This report will be in the format described in DID DI-MGMT-80503 and CDRL A004.

C.16.3 A GFM Consumption Report shall be provided in accordance with CDRL A005.

C.16.4 Components listed in Exhibit B used in the build of FY03 ODS vehicles are exempted from GFM reporting and tracking.

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C.17 INTEGRATION OF GOVERNMENT FURNISHED MATERIAL/COMPONENTS

C.17.1 The requirements of C.17 do not apply to MLRS Carriers, BATs and Kits.

C.17.2 The Government will furnish technical representatives to support the integration, test and repair of Government furnished HTI-B Kit/IBAS/T2SS components supplied by their respective sources to assist in troubleshooting, perform limited repair in-plant and assist in evacuating failed hardware which cannot be repaired in-plant. The Contractor shall provide a suitable test and repair facility for the technical representatives to include the use of the turret simulator known as the "hot mock-up". All repairs on hardware performed at UDLP shall be accomplished by the authorized Technical Representative (TR) for that component.

C.17.3 In the event that the Government furnished material/components is determined to be faulty and in need of repair, the item shall be dispositioned to the on-site technical representatives for evaluation, repair or disposition recommendation. Those units which cannot be repaired by the technical representative are returned to United Defense. United Defense shall coordinate disposition of this material through the Government Property Administrator. Upon direction of the Administrator, the Contractor shall pack and ship to the appropriate suppliers facility. Shipping charges are paid by the supplier.

C.18 TRANSPORTATION OF WEAPONS

C.18.1 The requirements of C.18 do not apply to the MLRS Carriers, BATS, or Kits.

C.18.2 Soley for purpose of transporting of weapons with the vehicles, the weapons shall be considered Government Furnished Property. The parties to this contract acknowledge that Government owned weapons (25MM guns) are provided to United Defense under this contract for the purpose of remanufactuacting the gun to an enhanced configuration. United Defense agrees and acknowledges that the re-manufactured guns shall be treated as a contractor furnished item for all purposes except for vehicle transporation.

C.19 STORAGE OF MATERIAL FOR THIS and/or FUTURE CONTRACTS

C.19.1 The contractor has acquired at the direction of the Government material listed below due to potential obsolescence of the item/material. The contractor agrees to store these items under this contract and future contracts, until such times as the items are required to support current/future contracts or until such time as the Government give disposition instructions.

C.19.2 All Contractor acquisition costs including any material costs and/or costs for storage of these items were included in the price of the prime contract the items were acquired under. These prime contracts are listed after the item below. Fee/profit was not included in the negotiated price, therefore the Contractor has the right to include fee for any item used on this contract or future contracts.

C.19.3 The material shall be treated as contractor furnished material when used under any United Defense-US Government prime contracts. The Government reserves the right to take possession of the item(s) at any time. The contractor shall not use the item(s) listed below on this contract or any other contract without expressed written authorization by the PCO for this contract. If such an authorization is made prior to award of a contract, the initial contract price shall include an adjustment for fee. When the authorization is made following an award of a contract, the contract shall be adjusted for an equitable adjustment of the fee.

C.19.4

Quantity	Item	P/N	Contract Acquired Under	Current Accountable Under
a) 700 Each	SIPEX Computer Chip	HS9342B	DAAE07-00-C-M002	DAAE07-01-C-M016
300 Each	SIPEX Computer Chip	HS9342B		DAAE20-02-G-0004

Note: The Government authorizes UDLP to transfer Government Furnished Material (GFM) 300 SIPEX chips (P/N HS9342B) from contract DAAE07-01-C-M016 to contract DAAE20-02-G-0004. The chips are currently accountable under contract DAAE07-01-C-M016 and transfer of these 300 chips to contract DAAE20-02-G-0004 at no cost to the Government.

b) 2,200 Each	Intel 2MB Flash Memory	12900710/DT28F016SA-100	DAAE07-95-C-X030
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Note: Contractor has authority to use 389 A3 vehicle sets under this contract of items (a) and (b) above.

C.20 ENGINES

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C.20.1 The parties to the contract acknowledge that the vehicle(s) delivered under the contract shall contain engines that are either (a) Contractor furnished (new), (b) Government furnished (new), or (c) used Government engines that were re-manufactured and delivered as contractor furnished-remanufactured engines.

C.20.2 Contractor Furnished-New: All MLRS vehicles acquired under this contract shall be delivered with new contractor furnished engines.

C.20.3 Government Furnished-New: For the Government furnished new engines provided, the Contractor shall upgrade the furnished 600 HP VT903-600T engines with the PT fuel pumps, as defined in Mod Kit 80122-423362.

C.20.4 Contractor Furnished Remanufactured Engines: Used Government owned engines may be provided to the Contractor for remanufacture. The used engines are located at the Contractor's Fayette County, Pennsylvania facility. The Contractor shall be responsible for any required shipment of engines from this site.

C.20.4.1 The Contractor shall remanufacture the Government owned 600 HP VT903-600T engines. The engines shall be remanufactured to the latest White Smoke Reduction configuration, with the new spring coupler design, and shall meet performance specifications established by Cummins Engine Company, Incorporated, for the Cummins Recon Engine Program.

C.20.4.2 The Government recognizes that the Contractor has a subcontract for remanufacture of engines and the manufacture of new engines. This agreement is a commercial contract. The parties to the contract acknowledge that components used to remanufacture and/or manufacture new engines are exempt from the General Provision of the contract titled "Preference for Domestic Specialty Metals (Alt 1)". The Contractor shall pass through to the Government any engine warranty provided by its subcontractor.

C.20.5 Engine Requirements

C.20.5.1 A3: The Government shall provide 346 new engines as Government Furnished Material. These 346 new engines will be used for A3 vehicles only. All engines required beyond 346 shall be provided as used Government engines for Contractor remanufacture. The Contractor shall determine the most economical means of providing vehicles with new or remanufactured engines.

C.20.5.1.1 If the contract is not converted to a multiyear contract by September 4, 2001, the number of engines supplied by the Government shall be reduced to a quantity mutually agreed upon by the parties to this contract.

C.20.5.2 MLRS: All vehicles shall be delivered with new contractor furnished engines.

C.20.5.3 ODS: All vehicles, including optioned vehicles, shall be provided with remanufactured engines.

C.20.6 Cummins 600HP Remanufactured Engines, P/N: 12358911-1R (NSN: 2815-01-423-0929) awarded under Modification P00058 of the Multi-year Corporate Contract DAAE07-01-C-M016 will be handled as Government Owned Material. This material will be identified in both the proposal and BOMs as Government Owned Material and will have material handling applied. Since this material was purchased by UDLP, it will be treated as purchased material and any latent defect found during production will be handled through the normal NCR process and will not be dispositioned on a PQDR.

C.21 TRANSMISSIONS

C.21.1 Used Government-owned Transmissions shall be provided to the Contractor for remanufacture. They are located at the contractor's Fayette County site. The Contractor shall be responsible for shipment of the Transmissions.

C.21.2 Transmissions. The Contractor shall remanufacture the government owned HMPT 500RX Series Transmissions. Except for MLRS, the transmissions shall be remanufactured to the HMPT 500-3ECB configuration (PN 12446500) in accordance with the BRADLEY FIGHTING VEHICLE TRANSMISSION REMANUFACTURE PROGRAM A0 to A3 Remanufacture Document #328A5298 created by General Dynamics. A copy of this document is in the possession of both parties.

C.21.3 This clause C.21, is not applicable to MLRS carriers.

C.21.4 The remanufactured transmission price reflects the existing process, which is currently under a joint review. The contractor shall be allowed to submit an adjustment proposal reflecting the revised process/scope of work once it is adopted. The Transmission issue should be resolved by year end 2003.

C.22 WEAPONS IN EXCESS OF VEHICLE REQUIREMENT

C.22.1 Under the contract and under prior BFV production Contract DAAE07-00-C-M002, the Government is providing Government-owned 25MM guns for remanufacture to an enhanced configuration. Under Contract DAAE07-00-C-M002, the Government is providing a quantity of guns

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that exceed that contract's requirements. Likewise, under this contract, the Government will provide guns in excess of the contract requirement. The excess guns shall act as a float in case the Contractor receives a weapon that is not economical to remanufacture.

C.22.2 If upon completion of Contract DAAE07-00-C-M002 excess guns are available, they shall be used against the gun requirement of this contract. Upon completion of this contract, the Government will provide direction to the Contractor to roll excess guns, if any, into a follow-on contract or provide disposition instructions.

C.22.3 This clause, C.22, does not apply to the MLRS vehicles.

C.23 MEETINGS AND MEETING MINUTES

C.23.1 The Contractor shall be responsible for providing meeting minutes for joint Government-Contractor meetings, such as Joint Program Reviews and Management Reviews. The minutes may be submitted in Contractor format. The Contractor shall provide a copy of the minutes to each attendee, CDRL A003, that provides an electronic address at the meeting. Additional copies shall be provided to the PCO and ACO.

C.24 OBSOLESCENCE

C.24.1 The Contractor shall have sole responsibility for the screening and subsequent replacement and or redesign of a substitute part/system required due to parts becoming unavailable/obsolete. This shall include all components and parts under this contract to include parts that are common with other systems. This effort is limited to parts availability/obsolescence issues that directly impact the Contractor's ability to build vehicles under this contract and does not include effort to address identified issues that only impact future contracts. The Contractor shall notify the Government of any procurement activity to remedy obsolescence shortages for the period of performance of this contract.

C.25 SYSTEM PERFORMANCE RESPONSIBILITY

C.25.1 The Contractor shall meet all the performance requirements of the system specifications (provided as Attachments 6 for M2A3/M3A3, Attachment 7 for M2ODS/M3ODS, Attachment 8 for MLRS, and Attachment 16 for BATS). The Governments means of evaluating the vehicle performance will be through the Final Inspection Record (FIR), vehicle control tests, the Follow-on Production Test (FPT) and the Extended Follow-on Production Test (EFPT).

C.25.2 Follow-on Production Testing/Extended Follow-on Production Testing (FPT/EFPT): FPT/EFPT shall be performed on selected vehicles in accordance with Appendix A of the Product Assurance Program Plan. The Contractor is responsible to meet the performance specification and for correcting all critical and systemic shortcomings discovered through these tests.

C.25.3 This clause, C.25, is not applicable to Kits delivered under the contract.

C.25.4 The contractor is authorized to obtain test support/services at DOD rates from MRTFB installations as government furnished services.

C.26 TEST VEHICLE REFURBISHMENT/DEPROCESSING - COST REIMBURSEMENT

C.26.1 Following the completion of Follow-on Production Test (FPT) and Extended Follow-on Production Test (EFPT) the Contractor shall refurbish test vehicles to a "ready to issue" state. Determination of "ready to issue" may vary dependent on the final destination of the vehicles. The Contractor is responsible for shipping vehicles from the test sites to their designated refurbishment location. The Government will provide the items listed in Attachment 1, Government Furnished Material to support refurbishment. Refurbishment shall include, but is not limited to the items listed below.

- a) Change out track, pads, roadwheels, suspension sprockets
- b) adjustments to engines, XM, TDS, CIV, EFW and other major components, as needed
- c) replace oils, lubricants and filters
- d) repaint vehicles interior and exterior
- e) ensure vehicles are operational and prepared for turn over to units

C.26.2 Following refurbishment the Contractor shall ship the vehicles to a site designated by the Government, then deprocess the vehicles.

C.26.3 All effort under paragarp C.26 shall be paid under a cost reimbursement CLIN of the contract.

C.26.4 This paragraph is not applicable to MLRS vehicles and FY03 ODS vehicles.

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C.27 ECONOMIC ORDER QUANTITIES (A3)

C.27.1 The Government, in order to achieve economic lot purchases and more efficient production rates under this multiyear contract, has provided economic order quantity funding for the following items:

Vendor	Part Number	Item
a) Lau Technology	12466008	A3 Distribution Box
b) Lau Technology	12956548	System Control Panel Assembly
c) Lau Technology	12956661	Gun Control Unit Assembly
d) Lau Technology	12462072	Power Control Module
e) Lau Technology	12956699	Signal Distribution Box
f) Lau Technology	12478599	Power Control Assembly
g) Lau Technology	12478582	Hull Power Box
h) Lau Technology	12956552	Turret Power Box
i) Lau Technology	12986235	External Training Assembly
j) Lau Technology	12956550	Gunner's Sight Assembly
k) Lau Technology	12956549	Commander's Sight Assembly
l) Korry	12956547	Commander's Data Entry Tool
m) CDC	BFV00055	Bal Software
n) ILC	12471762	Quick Disconnect
o) Hunter	E5-19-7435	Gas Filter
p) Timet	BFV00060	Titanium
q) Timet	BFV00061	Titanium
r) Litton	12956545	Slip Ring
s) Avnet	ST486DX4V10HS	486 Processor Card
t) On-Semi/Mintco	MTC100N10E	MOSFET for TDCU Power Amp

C.28 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION

C.28.1 All references in the contract to the submission of written documentation shall mean electronic submission.

C.28.2 This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

C.28.3 In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the Contractor. All binding contractor communication shall be sent from this Contractor e-mail address(es).

C.28.4 Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

C.28.5 Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

C.29 DEMILITARIZATION

C.29.1 Items called out under this contract are classified as military items. Therefore, the following instructions for the disposal of completed or partially completed parts, assemblies, subassemblies, and end items apply. Property (whether title to the property is with the Government or not and including parts, components, subassemblies and assemblies) covered by this contract for which the contractor does not claim or is refused payment (including, but not limited to, rejects or overruns) under the provisions of the contract, but which is manufactured, fabricated, assembled or produced in connection with items covered by this contract will be completely destroyed or mutilated (whichever is prescribed) so as to be nonreclaimable for its original purpose and to preclude the possibility of reconditioning to make it saleable as an implement of war.

C.29.2 Demilitarization is required in accordance with current demilitarization requirements. These requirements can be obtained through the Federal Logistics Information Service or Fed Log.

C.29.3 Demilitarized items shall be destroyed at the contractor's facility by the contractor. No item demilitarized shall be disposed of by the contractor other than as scrap. If there is a discrepancy between the requirements of this clause and the Standard Disposition Instruction of the contract, this clause shall take precedence.

C.29.4 This clause shall be included in all applicable subcontracts.

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C.29.5 Demilitarization items under this contract are as follows:

a) Profile Gear Final Drives

C.30 SMALL AND SMALL DISADVANTAGED BUSINESS AND HUB ZONE GOALS

C.30.1 In execution of Contract DAAE07-01-C-M016, the Contractor agrees to set aside a minimum of \$77,000,000 of the total contract dollars for Small Business. The Contractor also agrees to meet goals in effect in program years 2001, 2002 and 2003 for subcontracting with Hub Zone Businesses, Small Disadvantaged Businesses and Women-owned Small Business Concerns, as outlined in its subcontracting plan.

C.31 BFV Vehicle Improvements (ODS)

C.31.1 Cargo Hatch Improvement. The contractor shall design and validate a concept to stiffen the Cargo Hatch hinge area to prevent cracking, prepare changes to production documentation, and acquire and install the redesigned parts in production vehicles.

C.31.1 Rear Idler Improvement. The contractor shall design and validate a concept to stiffen the rear left and right idler mounting area to prevent cracking, prepare changes to production documentation, and acquire and install the redesigned parts in production vehicles.

C.32-C.39 RESERVED

BRADLEY - A3 VEHICLE UNIQUE REQUIREMENTS

C.40 VEHICLE REQUIREMENTS

C.40.1 M2A3 vehicles shall be torn down and manufactured in accordance with RM87T0010-R2 for vehicles A2 to A3, or RM87T0010-R4 for vehicles A0 to A3, and the Performance Specification for Infantry Fighting Vehicle (M2A3) and Cavalry Fighting Vehicle (M3A3) 19207-12465518, dated Jan 26, 2001. The Performance Specification for M2A3 vehicles is Attachment 6 to the contract.

C.40.1.1 The Contractor shall prepare and update any required RM drawings and work instructions in accordance with the CM process for Contractor controlled drawings as required for production of the M2A3 vehicles.

C.40.2 M3A3 vehicles shall be manufactured in accordance with RM87T0011-R2 for vehicles A2 to A3, or RM87T0011-R4 for vehicles A0 to A3, and the Performance Specification for Infantry Fighting Vehicle (M2A3) and Calvary Fighting Vehicle (M3A3) 19207-12465518, dated January 26, 2001. M3A3 BFIST vehicles shall be manufactured in accordance with RM 12466201-R9 for vehicles A2 to A3, and the M3A3 Bradley Fire Support Vehicle Fire Support Functionality, the Performance Specification, which is Annex 10 to the M3A3 Performance Specification dated 3 June 2003.

C.40.2.1 The Contractor shall prepare and update any required RM drawings and work instructions in accordance with the CM process for Contractor controlled drawings as required for production of the M3A3 vehicles.

C.40.3 The Contractor shall comply with the interface standards contained on Future Battlefield Combat Brigade and Below (FBCB2) Platform Software Interface Control Document (ICD) JV1F01011, REV E-1 dated 29 April 2002.

C.41 TURRET DRIVE SYSTEM

C.41.1 Used Government-owned Turret Drive Systems (TDS) shall be provided to the Contractor for remanufacture. They are located at the contractor's Fayette County site. The Contractor shall be responsible for shipment of the TDS.

C.41.2 Turret Drive System. The Contractor shall remanufacture the government owned Turret Drive Systems. The Turret Drive Systems shall be remanufactured into the A3 TDS configuration in accordance with the BRADLEY FIGHTING VEHICLE TURRET DRIVE REMANUFACTURE PROGRAM A0 to A3 Remanufacture Document #328A5299 created by General Dynamics. A copy of this document is in the possession of both parties. The Contractor shall provide new Turret Drive Control Units (TDCUs) PN 12976373.

C.42 A3 ENHANCEMENTS

C.42.1 All vehicles shall be delivered with the following enhancements/upgrades:

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- a. Transmission EA
- b. HPUII
- c. Common INU SW/HW Cable Changes
- d. VDMS and Fault Updates
- e. Compatibility Checking
- f. TPU Bit
- g. TPUII
- h. TDCU Redesign
- i. Common INU HW

C.43 PROJECT MANAGEMENT

C.43.1 Contractor Cost Data Reporting - The Contractor shall submit the following reports in accordance with DOD 5000.2-R and AMCP715-8, Contractor Cost Data Reports (CCDR). The report may be submitted in Contractor format.

- DD1921 Cost Data Summary Report (CDRL A001, DI-F-6006)
- DD1921-1 Functional Cost Hour Report (CDRL A002, DI-F-6007)

C.43.2 The Contractor shall send their Forward Pricing Rate Proposals (FPRPs) or, alternately, such Contractor information that would support the Contractor's development of FPRs to the below address. This data shall be submitted to the CCDR-PO whenever the Contractor submits this data to DCMA.

Department of the Army
US Army Cost & Economic Analysis Center
ATTN: SFFM-CA-WS (Ron Anderson)
5611 Columbia Pike
Falls Church, VA 22041-5050

C.44. A3 OTHER REQUIREMENTS

C.44.1 Service and hardware installation for the heat abatement panels shall take place for FY01 vehicles under CLIN 1001AA for 83 vehicles (M2A3) and CLIN 1005AA for 26 vehicles (M3A3). The heat abatement panels provided shall be of the new configurations for these vehicles.

C.44.2 Service and hardware installation for the heat abatement panels shall take place for FY02 vehicles under CLIN 2001AA for 44 vehicles (M2A3) and CLIN 2005AA for 98 vehicles (M3A3). The heat abatement panels provided shall be of the new configurations for these vehicles.

BRADLEY FIRE SUPPORT VEHICLE (BFIST) UNIQUE REQUIREMENTS

C.45 VEHICLE REQUIREMENTS

C.45.1 M7 BFIST vehicles shall be torn down and remanufactured in accordance with RM87T0023-R7 and the Performance Specification for the Bradley Fire Support Team Vehicle (BFIST) 19207-12463099, Rev C, dated May 15, 2000.

C.45.2 The vehicle shall be manufactured to an equivalent of a "Zero Mile" vehicle, as it relates to Contractor supplied material only. This equates to a 6,000 mile service life, as it relates to Contractor supplied material only. Routine wear items will be inspected and replaced to ensure they make it to the semi-annual service points. (This clause is not considered a warranty).

C.46 BRADLEY FIRE SUPPORT VEHICLE CONVERSION REQUIREMENTS

C.46.1 The M7 BFIST vehicle must complete final inspection in accordance with the Final Inspection Record (FIR) QF87T0023, Rev A, 17 July 2001.

C.48 - C.49 RESERVED

OPERATION DESERT STORM (ODS) VEHICLE UNIQUE REQUIREMENTS

C.50 VEHICLE REQUIREMENTS

C.50.1 M2A2 ODS vehicles shall be torn down and remanufactured in accordance with RM87T0004-R3 for vehicles built from M2A2 to M2A2

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ODS, and RM87T0004-R5 for vehicles built from A2 to A2 ODS, and the Specifications for ODS vehicles 19207-12462459, dated July 14, 2000. The Performance Specification for M2A2 ODS vehicles is located as Attachment 7 to the contract.

C.50.1.1 The contractor shall prepare and update any required RM drawings and work instructions in accordance with the CM process for contractor controlled drawings as required for production of the M2A2 ODS vehicles. The contractor shall provide a copy of the Remanufactured Drawing List (RDL) to the Government NLT January 31, 2002.

C.50.2 M3A2 ODS vehicles shall be remanufactured in accordance with RM87T0005-R3 for vehicles built from M2A2 to M2A2 ODS, and RM87T0005-R5 for vehicles built from A2 to A2 ODS, and the Specifications for ODS vehicles 19207-12462459, dated July 14, 2000. The Performance Specification for M3A2 ODS vehicles is Attachment 7 to the contract.

C.50.2.1 The contractor shall prepare and update any required RM drawings and work instructions in accordance with the CM process for contractor controlled drawings as required for production of the M3A2 ODS vehicles. The contractor shall provide a copy of the RDL to the Government NLT January 31, 2002.

C.50.2.2 Used Government-owned Turret Drive Systems (TDS) shall be provided to the Contractor for remanufacture. They are located at the contractor's Fayette County site. The Contractor shall be responsible for shipment of the TDS.

C.50.2.3 Turret Drive System. The Contractor shall remanufacture the Government-owned Turret Drive Systems. The Turret Drive Systems shall be remanufactured into the ODS TDS configuration in accordance with the BRADLEY VEHICLE TURRET DRIVE REMANUFACTURE PROGRAM A0 to ODS Remanufacture Document #328A5291, Rev. W created by General Dynamics. A copy of this document is in the possession of both parties.

C.50.3 The remanufactured turret drive price reflects the existing process, but this process is planned to undergo a joint review. The contractor shall be allowed to submit an adjustment proposal reflecting the revised process/scope of work once it is adopted. The Turret Drive issue should be resolved by March 2004.

C.51 FOLLOW-ON PRODUCTION TEST SUPPORT

C.51.1 The basic contract price includes no costs for Contractor ODS Follow-on Production Test (FPT) support. If the Government exercises the first program year option for an added thirty-five (35) ODS vehicles, it is understood the option price includes FPT support.

C.52 ODS KIT REQUIREMENTS: (ADDED BY CONTRACT P00032)

C.52.1 The contractor shall provide ODS Kits in accordance with the following Mod Kit Drawing Packages listed in Exhibit B:

MOD Kit Name	Mod Kit No.
Handstation Kit	125610920D
Common DECA	12900708
A13 Card	12900702
Turret Armor	12933442**
Eyesafe Laser Range Finder	12933695
ODS Hardware Kit, Turret	12933698
Turret Deflector and Cover	9381060
Transmission Electronic Controller, M2A2, M3A2	57K0513*
External Stowage, M2A2, M3A2	57K1400
M3 Cargo Hatch Up-Armor	57K1404
Navigation System	57K1516*
M2A2 ODS Stowage	57K1533*
M3A2 ODS Stowage	57K1536*
Engine Access Door, Electro-Hydraulic Lift System	57K1839
TEC KIT ECB	57KABC*
Turret Bearings	12292058

* The following kits: 57K0513, 57K1516, 57K1533, 57K1536 & 57KABC need to be modified as stated in the following paragraphs:

C.52.1.1 57K0513 - Provide the parts required to convert a -3 vehicle to a TEC ready vehicle. Does not include the Electronics Assembly, TEC Cable Assembly, Shift Tower Assembly or the Transmission.

C.52.1.2 57K1516 - Does not include the Control Box (12386472), Driver's Display (12386473), Commander's Display (12462637), Tango Box (12386475), Sensor Antenna (12386474).

C.52.1.3 57K1533 - Does not include the UVR (12386427).

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C.52.1.4 57K1536 - Does not include the UVR (12386427).

C.52.1.5 57KABC

Kit number 57KABC listed in the solicitation had been seperated into 5 different kits as follows:

- 12446242 Shift Tower Assembly
- 12446333 Electronic Assembly
- 12446205 Cable Assembly
- 12446500-3ECB Tech Kit
- IROAN-3-3ECB- TECH KIT

** Kit # 12933442 (Turret Armor) contains the following components:

- Washer 10910174-23
- Plug 12350578
- Plug 12358816-10
- Armor Plate 12933432
- Armor Plate 12933433
- Armor Plate 12933434
- Armor Plate 12933435
- Bracket 12933436
- Bracket 12933437
- Bracket 12933438
- Bracket 12933439
- Screw B1821H075C250N

C.52.2 The contractor shall validate all kits to ensure that the parts required have not changed due to production/design changes. Any part changes required shall be identified to the government prior to issuing an order for those parts, and the contractor shall provide the latest configuration of the part.

C.52.3 The kits listed in Exhibit B with destination "York" shall be incorporated into the FY03 ODS vehicle build to the maximum extent possible.

C.53 COMPONENT CHANGES

C.53.1 In the event the contractor implements any vehicle component form, fit or function changes that affect common kit components, the contractor shall assure that the affected kit parts still meet their intended function. Such changes made solely at the discretion of the Contractor shall be made at no additional cost to the Government.

Paragraphs C.54-C.59 will remain reserved.

MULTIPLE LAUNCH ROCKET SYSTEM UNIQUE REQUIREMENTS

C.60 VEHICLE REQUIREMENTS

C.60.1 M993 MLRS Carriers shall be manufactured in accordance with the M993 vehicle configuration delineated by drawing 8750045, Rev T, including Engineering Change Proposals listed on Attachment 3 and applicable drawings and Engineeering Change Proposals from the Technical Data Package List (TDPL) run date of 23 March 2001. The Performance Specification for MLRS A0 vehicles is Attachment 8 to the contract.

C.60.2 M993A1 MLRS Carriers shall be manufactured in accordance with the M993A1 vehicle configuration delineated by drawing 87T0078, including Engineering Change Proposals listed on Attachment 3 and applicable drawings and Engineering Change Proposals from the Technical Data Package List (TDPL) run date of TBD. The Performance Specification for MLRS A1 vehicles is Annex 01 to Attachment 8 of the contract.

C.60.2.1 (Clause Deleted)

C.60.3 The Contractor shall provide the HMPT-500-3ECA transmission and Cummins' VTA-903T engine with all vehicles.

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C. 61 MLRS AS BUILT RECORDS

C.61.1 The Contractor shall maintain a record for each serialized/lot controlled item or component defined in contract that has been applied. This record shall include serialized/lot controlled configuration items (CIs) and components or parts listed in C.61.2. Items included in this record are as follows:

- a. Country/Customer
- b. Highest assembly Army serial number
- c. Part Number
- d. Part Description
- e. Part Serial Number
- f. Drawing Number
- g. Drawing Revision
- h. Quality Doc Revision
- i. Including change Document Number
- j. Change Document Type

C.61.2 The Contractor shall establish and maintain an automated record system(s) for complete identification of the as-built hardware for each CI produced under this contract. This record shall contain a file of each Part Number listed below and submitted in accordance with CDRL A007 (DI-CMAN-81553) of this contract. Final documentation shall be noted and easily identifiable.

	<u>PART NUMBER</u>	<u>ITEM</u>
a)	12297938-1S	Radiator, Engine Coolant
b)	12298654-1S1	Power Take Off (AO) Transmission
c)	12462900	Power Take Off (A1) Transmission
d)	12300346	Heater, Personnel
e)	12359348-2	Final Drive Assembly (Left)
f)	12359348-2	Final Drive Assembly (Right)
g)	12367532	Fan, Mixed Flow
h)	12369872	Distribution Box, Cab (4A10)
i)	12385027	Distribution Box, Elec.
j)	12463100	Distribution Box, Elec. Improved (A1)
k)	12446600	Transmission (3 ECA TEC)
l)	12389490	Shift Tower Assembly
m)	12446501	Electronic Assembly
n)	12351001-1	Generator 300 Amp D.C. (Front)
o)	12351001-1	Generator 300 Amp D.C. (Rear)
p)	8750013	VTA-903T-500 engine (Customer Specific)
r)	12258911	VTA-903T-600 engine (Customer Specific)
s)	8750045	MLRS Carrier M993 AO
t)	87T0078	MLRS Carrier M993 A1

C.62 MLRS CARRIERS LESS UNIQUE MATERIAL

C.62.1 In addition to the nineteen (19) A0 Carriers built under CLIN 1021, the Government has a requirement for ten (10) additional carriers. At time of award of this contract, the Government has not determined if the ten (10) additional carriers will be of an A0 or an A1 configuration. Therefore, the parties to this contract agree that the contractor shall build ten (10) MLRS minus carriers. An MLRS minus carrier is a carrier less only the unique material that would make it either a MLRS A0 Carrier or an MLRS A1 Carrier. All other direct and indirect costs are included. The MLRS minus carriers are at CLIN 1022. By November 30, 2001 the Government will make a determination to complete these ten (10) carriers as either an A0 or A1 configuration.

C.62.2 If the Government determines it desires an A0 configuration, an option pursuant to H.63 shall be executed. If the Government determines it desires an A1 configuration, an option pursuant to H.64 shall be executed.

C.63 UNIQUE CHANGES/DOCUMENTATION - FOREIGN MILITARY SALES

C.63.1 Should unique changes to the production baseline be incorporated to meet foreign military sales requirements, the Contractor may be required to document these changes and provide the relevant technical data to the address below. If this requirement is required, the Contract shall be adjusted accordingly for the unique requirements and for the technical data.

PEO Tactical Missiles
Hardware Engineering Group
SFAE-MSL-ML-TM-G
Redstone Arsenal, AL 35898-5700

C.64 IEBD BLOCKk MOD 3 RETROFIT - KOREA.

This effort provides for the procurement and installation of ten (10) 57K4498 Modification Kit, IEDB, Block 3 Upgrades on the Korea MLRS-A1 vehicle IEDBs. The 57K4498 Kits will be available September 01,2003 and will be inspected/accepted at suppliers facility (source) for "Drop Shipment" to RRAD where the physical modification will be accomplished by a team of UDLP personnel. The modification will initiate on or around September 15, 2003, and will be completed November 28, 2003. The modification team will travel to RRAD on two occasions to coincide with vehicle availability (September & November trips are expected). Each visit to RRAD is planned to be two weeks in duration. RRAD is expected to provide location/facility sufficient to support the modification of the IEDBs on a ten hour day 6day week schedule.

The modification effort at RRAD will include removal of IEDBs from the ten Korea MLRS-A1 vehicles, physical modification of IEDBs in accordance with 57K4498 modification kit, bench test of the modified IEDBs utilizing the IEDB manual tester, reinstallation of IEDBs onto vehicles and vehicle system level testing to confirm IEDB post-mod functionality.

C.65 through C.69 Reserved

KIT and SPARE UNIQUE REQUIREMENTS

C.70 ODS DIGITIZATION "A" KIT REQUIREMENTS:

C.70.1 The Contractor shall provide ODS Digitization "A" Kits in accordance with the following Mod Kit Drawing Packages Video Buffer Box are not included in kits.

a. M2A2	Mod Kit ODS Applique	57K1589
b. Linebacker	Mod Kit M6 Applique	57K1588
c. MUA	Mod Kit MUA Applique	57K1587
d. BFIST M7	Mod Kit M7	SK57K1593
e. ODS Engineering	Mod Kit ODS-E	SK57K1594

C.70.2 Quantities and deliveries shall be in accordance with Contract Schedule B, CLINS 1025, 1026, 2026, 2027, 2028, 2029, 3025, 3026, and 3029.

C.70.3	Program Year One	Program Year Two	Program Year Three
	57K1589 121 each	57K1588 36 each	57K1589 128 each
	SK57K1594 58 each	57K1587 9 each	SK57K1593 28 each
		SK57K1593 44 each	SK57K1594 64 each
		SK57K1594 58 each	
	Total 179 each	Total 147 each	Total 220 each

C.70.4 The ODS Digitization "A" Integration Kits (A kits) are based on integration of the Applique V4 system (B kits), and assume no changes to the B kits that affect functionality or fit in any of the subject vehicles. The "A" kit designs utilize the TRW generated Critical Item Product Function Specification (CIPFS), Applique+ V4 Computer (Versions 2-4), document number JVSJ29-014 dated 15 June 2000 as the interface control document.

C.70.5 The ODS Digitization "A" Kits are based on integration in standard ODS Bradleys, ODS based Linebackers, ODS based MUA's and M7 BFIST vehicles. Bradley A0, A1, and A2 vehicles are not compatible with the "A" kit designs.

C.70.6 In the event of a change to either the above B kit configuration (C.70.4) or the base vehicles to be utilized for integration of the kits (C.70.5), the ODS Digitization "A" kit unit prices shall be subject to an equitable adjustment for the impact of such a change.

C.70.7 List of Combat ASL parts being replaced under this contract:

Item	Part Number	Quantity
BELRF	13492500-1	16 (GFM)
VDB	12328513-1	8
TDB	12328964	8
Generators	12462682	20

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Universal Regulators	12386427	8
Electronic Assembly	12446333	8
Wildcard	12933543	8

C.71 KIT COMPLIANCE WITH A3 PERFORMANCE SPECIFICATION AND PRODUCT ASSURANCE PROGRAM PLAN

C.71.1 To the extent that ODS Digitization "A" Kits include common A3 vehicle components, such common components shall meet the applicable requirements of the Bradley A3 Performance Specification. The kit components shall also be purchased/received, fabricated, and assembled into kits in compliance with the applicable requirements of the contract Product Assurance Program Plan.

C.72 COMPONENT CHANGES

C.72.1 In the event the contractor implements any vehicle component form, fit or function changes that affect common kit components, the contractor shall assure that the affected kit parts still meet their intended function. Such changes made solely at the discretion of the Contractor shall be made at no additional cost to the Government. If the Government causes the Contractor to implement a change either through formal direction or other action, the contractor will prepare a proposal for an equitable adjustment to the contract.

C. 73 MLRS 500HP-600HP Conversion Kits

C. 73 MLRS 500HP-600HP Conversion Kits

C.73.1 The Contractor shall provide Conversion Kits in accordance with P/N 57K1612, Rev 0 except modified as follows:

C.73.1.1 57K1606 Rev 0 - Engine Auxiliary Equipment Mounting Provisions Mod Kit

All parts listed in this kit are required. Include requirements of ADCN 159395 by providing Nut P/N 12296904-10 Qty 4 per kit.

C.73.1.2. 57K1613 Rev 0 - MLRS 600 HP Power Unit Mod Kit

All parts listed in this kit are required except those detailed on Attachment 023, MLRS Parts Not Required. Additionally provide Fuel Filter Clogged Switch P/N 12476697 Qty. 1 per kit. Include requirements of ADCN 155236 by:
Providing Elbow P/N 2249-8-10S Qty 1 per kit
Replacing Belt 12476602 with 3/3V560 Kevlar Qty 1 per kit
Providing Plug SAE J514 12 090109C Qty 1 per kit
Excluding Harness 12358957 from kit
Excluding Hose 12383269 from kit

C.73.1.3. 57K4485 Rev 0 - 600 HP Engine Compartment Plenum Mod Kit

This kit is not required.

C.73.1.4 57K4486 Rev 0 - Engine Auxiliary Equipment Installation Mod Kit

All parts listed in this kit are required except those listed on Attachment 023, MLRS Parts Not Required. Include requirements of ADCN 155240 by providing Washer 10910174-16 Qty 11 per kit.

C.73.1.5 57K4487 Rev 0 - 600 HP Engine Cooling System Mod Kit

This kit is not required.

C.73.1.6 57K4490 Rev 0 - Final Drive Upgrade Mod Kit

This Kit is not required

C.74 THROUGH C79 IS RESERVED.

C.80 BRADLEY ADVANCED TRAINING SYSTEMS (BATS)

C.80.1 PERFORMANCE SPECIFICATION

The Contractor shall manufacture Bradley Advanced Training Systems (BATS) in accordance with requirements of the Bradley A3 Gunnery Training System Specification, Document Number ORL-BPD90000, Revision C.2a, dated February 2002 (Attachment 16). Exceptions to the specification are listed below. For the purpose of this contract, FM 23-1 dated March 1996 will be used in lieu of FM 23-1 dated April

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2001. All Shelter-related requirements apply only in the event Shelters are purchased and identified in Section B. Because the BATS do not perform TOW misfire function, the 25MM and coax misfire procedures shall be implemented as specified in the operator manual and/or Instructor Utilization Handbook (IUH).

- a. 2.1.a and 3.1.3.1: FM 23-1.
- b. 2.1.b: TM92350294 10-2 and 10-2-1.
- c. 2.1.c: TC25-8
- d. 3.1; 3.3.4; 3.6.5; 4.4; 4.5: Shelter requirements and references.
- e. 3.6.2.1: exact views of the Gunner, Commander, and Aux sights at the IOS station. (the contract requirement is for brightness and contract control only.)
- f. 3.1.3.1.2: (8) n, o, and p: Smoke Grenade launcher, Degraded Gun Switch, and Emergency shutdown switch.
- g. 3.1.3.1.2.1.2: (4), (5), (6), and (7): NBC and Gun power track conditions. (10) TOW Misfire.
- h. 3.1.3.1.3.1: (13) n. Filter symbology in Day TV. (14) c. BCIS symbology requirement. (15) n. Degraded gun Switch. (15) o. Emergency Shutdown Switch.
- i. 3.1.3.1.3.2.1: (3), (4), (5), and (6) NBC, Gun Power Track conditions. NBC and Gun Power Track mode. (9) TOW Misfire.
- j. 3.1.3.1.4: (9) TOW Misfire. (10) Autotrack malfunction. (11) Autopoint malfunction. (12) TAS failure. (13) Open Hatch Malfunction.
- k. 3.2.1: (b) addition of company account/login.
- l. 3.5 and 3.5.1: LCCS.
- m. 3.6.1.1.2.11: (4) Arrow keys and Enter key.
- n. 3.6.2.1: exact views of the Gunner and Commander and Aux sights at the IOS station. (This is applicable to brightness and contract control only.)
- o. 3.6.3.1: RMS monitors being a direct video relay of Commander's, Gunner's and Aux sights.
- p. 3.6.4.1.3.1: (b, c, d, e, and f). IG capable of (Horizon, Haze, Rain, Fog, Clouds) but not incorporated for IOS manipulation.
- q. 3.6.4.1.3.2: LRF affected by tactical smoke.
- r. 3.6.6.2: Cargo Hatch Open/Close.
- s. 3.6.6.4.3: #11 POSNAV of the SES model.
- t. 4.2: Exception to the statement "The requirements for the verification test shall be established by the Governemtn designated agency with the concurrence and approval of the Government Contracting Officer Technical Representative (COTR) or a designated representative.

C.80.2 SOFTWARE BASELINE

The price and performance of this contract is based on version 4.0.X software baseline for installation of Bradley A3 software VVID 6.02.

C.80.3 FACILITY AND FACILITY EQUIPMENT

C.80.3.1 Permanent Site Facilities. The Government will provide permanent site facilites that include the building, electrical power, building ground connection points, water, heat, ventilation, air conditioning, fire suppression, lighting, and telephone hook-up. The contractor is responsible for permanent site items not described above.

C.80.3.2 Repairs. The Government will be responsible for the following permanent site repairs. The contractor is responsible for all site repairs not listed.

- a. Repair of the electrical system at the fixed sites up to the primary power distribution box/panel at each fixed site facility.
- b. Repair of the primary power distribution box/panel, plumbing, air conditioning, and heating systems located in each facility.
- c. Repair of the buildings that house the BATS systems.

C.80.3.3 Floor Space. The minimum floor space requirements for permanent installation of the BATS is 224 square feet (16' X 14') for each gunnery trainer.

C.80.3.4 Emergency Lighting. UDLP shall provide trainer lights for illumination of areas not open to lighting by the facility.

C.80.3.5 UDLP shall distribute power from the Government-provided utility point.

C.80.3.6 UDLP shall be responsible for notifying the COTR to arrange for electricccal service to the site.

C.80.4 PARTS SUPPORT

C.80.4.1 In the event the Contractor implements any form, fit or function changes that affect any parts required under this contract,

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the contractor shall implemnt neccessary changes to any/all affected parts to insure these parts meet their intended function, at no increase in the contract price, or to any individual part(s) prices.

C.80.5 REVIEW OF DATA/INFORMATION

C.80.5.1 The Contractor shall, if requested by the Government, make available for review, current versions of drawings, software documentation, integration plans, schedules, or other forms of technical data applicable to the build and/or support of the reequirement of the contract.

C.80.6 BATS SYSTEM UPGRADE FOR VVID 6.02 COMPATABLE SOFTWARE.

C.80.6.1 The contractor shall upgrade the FY99 original 13 BATS units with software and hardware. Modifications of the FY99 BATS-G training system consists of additional hardware installed on the turret and new software installed on the Instructor Operator Station (IOS) and turret computational systems. The image generator software does not require updating.

C.80.6.1.1 Hardware to support video replication of the IBAS and CIV brightness and contract at the IOS and RMS, two video scalers and associated cabling are being added to the turret. To support FBCB2 message alerts, a sound card is being added to the tactical computer and associated cabling added to the turret to connect the sound card to the Master Control Station (MCS).

C.80.6.1.2 Software is updated to Bradley A3 software VVID 6.02 and user defined discrepancies have also been fixed and included in the next BATS release.

C.80.6.1.3 Pre-installation tasks shall include purchase or subcontract of all hardware component required for retrofit, video scalers and panel will be made into assembly BP00526 for installation. Sound cards are provided at no cost and sound cables will be fabricated. UDLP will perform all tasks listed in proposal ORL-PBD-9168, Rev 0. The contractor shall provide all quality assurance/material handling tasks, Configuration Management Tasks, project management tasks and project engineering tasks as included in proposal ORL-BPD-9168, Rev 0.

C.80.6.1.4 Installation shall be performed at BATS-G sites Fort Hood, Fort Benning and Fort Knox. The installation includes hardware, upgrade software developed under STS Year 02 efforts. Installation shall include all tasks included in the scope of work for proposal ORL-BPD-9168, Rev 0.

C.80.6.2. FY 02 STS Update will consist of additional hardware installed on the turret and new software installed on the IOS and turret computational systems. To support video replication of the IBAS and CIV brightness and contract at the IOS and RMS, two video scalers and associated cabling are being added to the turret. To support FBCB2 message alerts, a sound card is added to the tactical computer and associated cabling added to the turret to connect the sound card to the MCS. BATS software will be updated to Bradley A3 VVID 6.02 software. The contractor shall provide quality assurance.material handling, Configuration Manageemnt, manufacturing tasks and project management tasks as contained in proposal ORL-BPD-9168, Rev 0.

C.80.6.3. FY 02 Cable extensions shall be interconnect cables between the BATS Turret, IOS and RMS standardized at a minimum of 35-foot length. The following cables are added to the configuration:

Cable, Ethernet		2 per system
Cable, Video, RGBHV	IN7335-5-RGBHV	5 per system
Cable, I/O, Video Selector Extension	BP00190-20	1 per system

The follwing cables are deleted from the configuration:

Cable, Ethernet	DCA7280GN	2 per system
Cable, Video RGBHV	IN7325-5-RGBHV	5 per system
Cable, I/O, Video Selector extension	BP000190-10	1 per system
Cable, Highway	A3206018-21	4 per system

C.80.6.3.1 UDLP shall perform the quality assurance/material handling, Configuration Management, manufacturing and project management tasks as contained in proposal ORL-BPD-9168, Rev 0.

C.90 KOREAN IEDB KITS

C.100 BRADLEY CONDUCT OF FIRE TRAINERS (COFT) RECAP

Add the following DFARS Clauses:

DFARS 252.227.7014 Rights in Noncommercial Computer Software and Non Commercial Computer Software
DRARS 252.227.7030 Technical Data - Withholding of Payment

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C.100 Bradley Conduct of Fire Trainers (COFT) RECAP

DFARS 252.227-7013 Rights in Technical Data applies.

Add the following DFARS Clauses:
 DFARS 252.227.7014 Rights in Noncommercial Computer Software and Non Commercial Computer Software
 DFARS 252.227-7030 Technical Data - Withholding of Payment

C.100.1 GENERAL REQUIREMENTS

The Bradley Fighting Vehicle System (BFVS) Conduct of Fire Trainer (COFT) is a full-crew interactive training device that simulates selected performance characteristics of the BFVS (A2 and A2 ODS) for the purpose of individual and crew Gunnery Training. The supplies and services described in this contract will result in the modernization of the fielded COFT through the replacement of obsolete or outdated technology, computer equipment, and image generators. The contractor will develop a modernization kit and install the kit onto each COFT at the COFTs current location resulting in the onsite delivery of a modernized COFT that meets or exceeds the curt COFT functional capability.

C.100.1.2 The modernization of the existing BFVS COFTs shall be identified as the COFT RECAP

C.100.1.3 The data, (including non-COTS software source code and executables), drawings, and manuals delivered under this contract shall not include proprietary markings.

C.100.2 REQUIREMENTS

C.100.2 The contractor shall ensure the operational and training requirements of the COFT RECAP meet the operational/organizational concepts described in the DRAFT Performance Specification for M2A1 and M2A2 ODS Unit of Conduct Fire U-COFT 09 Jan 2004 rev2 and all COFT RECAP baseline documentation described elsewhere in this contract.

C.100.2.1To the extent the Bradley COFT RECAP includes BATS common components; such common components shall meet the applicable requirements of the BATS specification.

C.100.2.2 The Contractor shall develop and deliver a kit or kits that can be applied to all COFT RECAP Configurations.

C.100.2.3 The Contractor shall receive from the Government one sheltered and one unsheltered A1 and ODS COFT for the development and qualification of the first unit. The Contractor shall deliver these COFTs to the field as two of the basic quantity RECAP COFTs units.

C.100.2.4 First Unit M2A2 system. The contractor shall design, develop, fabricate, integrate, and test a M2A2 RECAP ODS Kit into an unmodified UCOFT M2 mechanized infantry crew module for verification in accordance with the performance criteria and the applicable COFT drawings at the contractors facility.

C.100.2.5 First unit M2A1 System. The contractor shall develop, fabricate, integrate, and test a M2A1 RECAP Kit into an unmodified UCOFT M2A1 mechanized infantry crew module for verification in accordance with the performance criteria and the applicable COFT Drawings at the contractors facility.

C.100.2.6 The contractor shall produce, deliver, install and successfully test subsequent kits into an unmodified M2A1 and M2A2 ODS COFT Mechanized Infantry Modules at the specified delivery sites in accordance with the performance criteria and the applicable COFT Drawings.

C.100.2.7 IG Visual System. The contractor shall integrate, install and test the Close Combat Tactical Trainer (CCTT) P1(woodland) and P2(dessert) visual database with the first unit IG system for verification and final integrated acceptance verification in accordance with the performance criteria and the applicable COFT Drawings.

C.100.2.8 Software Engineering. The contractor shall analyze, design, code, integrate, install, and test the software to satisfy the requirements defined in the performance criteria and the applicable COFT drawings.

C.100.2.8.1 Information Assurance. The Contractor shall develop and maintain an Information Assurance (IA) process to guide management decisions and design actions, document the decisions, specify and track IA requirements. The design actions shall include an engineering process that captures and refines information protection requirements and ensures their integration into the system design through purposeful security design or configuration. The Contractor shall develop the system IAW DoDI 8500.1 and DoDI 8500.2. The system shall meet the requirements for a Mission Assurance Category III (MAC III) system with a Confidentiality Level of Sensitive with Basic Robustness as defined in DoDI 8500.2. You shall develop a Security User's Manual, deliverable as an appendix to the Instructor's Utilization Handbook and System Maintenance Manual, which describes all security procedures including adding and deleting new users, creating and changing passwords and audit log review procedures. The Contractor shall develop an Information Assurance Test Procedure to

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document compliance with the requirements of DoDI 8500.2, deliverable as a separate, detachable appendix to the Test Results

C.100.3 Test_and Evaluation.

C.100.3.1The Contractor shall plan, coordinate, establish and implement a test and evaluation program in accordance with the criteria set forth in Bradley Gunnery COFT performance criteria in DRAFT Performance Specification for M2A1 and M2A2 ODS Unit of Conduct Fire U-COFT 09 Jan 2004 rev2. (Attachment 22)

C.100.3.2 The Contractor shall submit test schedules, plans or procedures to the PCO or his designated representative prior to the start of any testing, This requirement applies to the Qualification Test, the On Site Acceptance Test (OSAT) and any test developed for the verification, inspection and acceptance of the COFT RECAP effort.

C.100.3.3 The Contractor shall validate that the RECAP COFT Kit functions in accordance with the performance criteria described above and meets the simulated gunnery training criteria applicable to the BFVS M2A2, M2A2 ODS prior to the start of on-site (field) installation

C.100.3.3.1 The Test Readiness Review (TRR) shall be held prior to the qualification test.

C.100.3.4 The Contractor shall develop a Safety Assessment Release (SAR) based on the previously approved SARs for the BATS and COFT. The contractor shall submit a copy of the SAR without restrictive markings to the Contracting Officer upon request.

C.100.4 DATA

C.100. 4.1 The contractor shall provide Unrestricted Rights to the following software under section C.80 of the contract (BATS). This software shall be delivered NLT delivery of the 66th COFT RECAP. (Retain in this section)

Simulation Common Operating Environment (SCOE)
Generic Instructor-Operator Station (GIOS)
After Action Review Station (AAR)
BATS Software to include all subsystems and source code

C.100.4.1.2 Any unique SW developed for the COFT RECAP shall be delivered to the Government with unrestricted rights. The Contractor shall contact the PCO and the Government Program Management Office for permission prior to the re-use of BFVS training device data or software except for items delivered under this contract.

C.100.4.1.3 The software identified above, shall be delivered and shall include the following:

- A software list of deliverable media that should accompany each system.
 - A listing of the actual files on all non-COTS media
 - A set of disaster recovery procedures that can be used to reload the system onsite, i.e. ghost imaging software. NO
- TE: This is not the procedure to rebuild or recompile the software; this is how to reload the already built software.
- A procedure for actually rebuilding or recompiling the software, i.e. cold start procedures
 - Software information of the system security design
 - Software design information for maintenance purposes

C.100.5 COFT RECAP DRAWINGS

C.100.5.1 The contractor shall provide end item configuration drawings without restrictive markings. Each drawing shall contain sufficient detail to support a competitive reprourement. The drawings shall be in contractor format; however, the contractor shall also deliver the drawings in a Contractor CAD format The parties agree that the requirement for end item configuration drawings apply to all new items and for all original COFT drawings modified by the contractor as a result of the COFT RECAP effort. The contractor will develop a before and after drawing list; this list will show which items will be added and removed.

C.100.5.2 The Contractor shall develop and deliver a Notice of Revision/ Change Request (NOR/CR) for the current COFT drawings that need to be modified for the RECAP effort. New and redline drawings with NORs/CRs shall be submitted to the Government in an ECP format. The delivered drawing package shall be suitable for system support to include drawing trees, ICD, wiring diagrams, h/w interfaces and dimensions, computer (CPU and Displays) data sheets along with s/w type and version. The Government (PEO STRI) will incorporate these NORs/CRs into the drawings package. The contractor shall deliver the drawing package at time of initial COFT RECAP fielding

C.100.6 COFT RECAP SPECIFICATION

C.100.6. The Contractor shall develop, produce and deliver COFT RECAP units in accordance with DRAFT Performance Specification for M2A1 and M2A2 ODS Unit of Conduct Fire U-COFT 09 Jan 2004 rev2. (Attachment 22)

C.100.6.1.EXCEPTIONS TO THE SPECIFICATION ARE LISTED BELOW:

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No Mout Database;
No brow pad recoil is required in COFT rehost

C.100.7 TRAINING

C.100.7.1 Pilot Training Course. The contractor shall support the development of the Pilot Training Course that will be conducted NLT 12 Jul 04.

C.100.7.1.1 The Contractor shall provide the source material and technical support for the pilot training package that will be jointly developed by the contractor and the Bradley Propensity Office (Fort Benning).

C.100.7.2 Maintenance Training Course. The contractor shall develop and provide a Systems Maintenance Training (SMM) Course. This course shall consist of 2 course sessions. The first course session shall be delivered at the Contractors Orlando facility. The date and location of the follow on session(s) shall be determined.

C.100.8 TECHNICAL MANUALS

C.100.8.1 The Government will provide the Contractor with an electronic version (source material) of the current COFT technical manuals:

- a. Instructor Utilization Handbook (IUH)
- b. System Maintenance Manual (SMM)

C.100.8.1.1 The contractor shall develop and deliver revised versions of the above manuals using the baseline content from the BATS IUH and SMM and incorporating the applicable information/description from the existing COFTs IUH and SMM. These manuals shall be delivered in WORD format and the set up may be structured in the baseline format established and accepted for the UDLP BATS IUH and SMM.

C.100.8.1.2The contractor shall submit the draft and a final copy of the manuals for Government approval. The Draft shall be submitted before the qualification test. The final shall be submitted prior to first unit equipped. The modified manuals shall be submitted in electronic format to the Contracting Officer and to the PEO STRI below:
US Army Simulation Training and Instrumentation Command
2350 Research Parkway
Orlando, FL 32826-3276

C.100.8.1.3 The contractor shall deliver a hard copy and a CD ROM Copy of the manuals with each COFT RECAP.

C.100.8.2 Transportability document. The contractor shall deliver a transportability document.

C. 100.9 PRE-MODIFICATION STARTING CONFIGURATION (Fielding Locations)

C.100.9.1 The Government will ensure that all reusable COFT components are fully operational prior to the start of the start of the modification. The contractor is not required to repair reusable COFT components.

C.100.9.1.2 In the event the Contractor determines that a COFT requires repairs not included in the performance of this contract, the Contractor shall identify the problem and notify the on site FSR and the PCO /COR prior to initiating repairs.

C.100.10 INSTALLATION:

C.100.10.1 The contractor shall be responsible for installation of the COFT RECAP Kit in accordance with the MWO that shall be included in the drawing package. The installation shall be conducted at the field site locations identified on Attachment TSM_ where the physical modification will be accomplished by a team of contractor personnel.

C.100.10.1.1 The installation will begin with the RECAP modification of 14 COFTs. The first two units will be delivered and accepted at Fort Benning ready for training by July 10, 2004. The Contractor shall install the COFT RECAP Kit on the next 16 COFTs at Fort Benning next, in accordance with the delivery schedule. (to be proposed by the contractor. The balance of deliveries shall be made in accordance with the schedule provided in section F of the contract (to be proposed by the contractor using the TSM priority list)

C.100.10.2 The contractor is required to apply touch up paint to the RECAP COFT as required in accordance with industry standards and best practices. The paint requirement will be specified in the COFT drawings.

C.100.10.3 Installation Site Facilities. The contractor shall use the existing site facilities less the items removed for the RECAP effort.

C.100.10.3.1 Shelter It is the intent of the Government to retain the existing COFT shelters. The Contractor is not required to remove

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the excess shelters.

C.100.11Disposition of material removed from COFTS:

C.100.11.1 Disposition of residual material will be the responsibility of the Government. The Contractor shall ensure that the excess property is removed from the existing COFT and set-aside in a manner that will allow for disposition review by the designated Government representative.

C.100.12 SPARES

C.100.12.1 The Contractor shall provide the Government with the list of Spare and Repair Parts and Special Tools required to support the initial fielding package NLT 60 days after contract award.

C.100.13 The contractor shall deliver the RECAP COFT with a data plate, containing the following information:
Information to be provided by PEO-STRI

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SECTION E - INSPECTION AND ACCEPTANCE

- E.1 INSPECTION OF SUPPLIES--COST REIMBURSEMENT, FAR 52.246-3 APR 1984
- E.2 INSPECTION OF SUPPLIES--FIXED-PRICE FAR 52.246-2 AUG 1996
- E.3 RESPONSIBILITY FOR SUPPLIES FAR 52.246-16 APR 1984

E.4-E.7 RESERVED

E.8 ACCEPTANCE POINTS- DD FORM 250 EXECUTION

E.8.1 BFV A3 and ODS Vehicle Acceptance: The final Material Inspection and Receiving Report (DD Form 250) will be signed upon Government acceptance at the fielding or test site immediately after vehicles are issued to the gaining unit, with the exception of test vehicles. For test vehicles the DD form 250 will be issued following test. The maximum duration of each Follow-on Production Test (FPT) is estimated to be four (4) months and the maximum duration of each Extended Follow-on Production Test (EFPT) is estimated to be eight (8) months. If the tests are not completed within these time frames and no vehicle performance issues have been encountered (reference paragraph C.25.2), then the DD form 250 will be executed by the PCO prior to completion of the test.

E.8.2 MLRS Acceptance: For MLRS Carriers, the DD 250 shall be signed at the acceptance point of United Defense, York, Pennsylvania.

E.8.3 Kit Acceptance: For Kits, the DD250 shall be signed at the acceptance point of United Defense, Santa Clara, California.

E.8.4 The final Material Inspection and Receiving Report (DD Form 250) for BATS trainers and spares will be signed upon Government acceptance at the Destination points specified below:

<p>FORT BENNING Commander, 1/29 Infantry 6708 Bradley Drive Infantry Center Bldg. 5500 Ft. Benning, GA 31905-5311 ATTN: /DynCorp Rep</p>	<p>FORT KNOX Bldg. 9310 Baravetto Hall Ft. Knox, KY 41012-5000 POC: SFC Geist (505)624-2414</p>
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<p>DYNCORP (DODAC -- CB0P75) Pulau 630 Knox Blvd. Radcliff, KY 40160</p>	<p>UDLP - Orlando 12201 Research Parkway Suite 160 Orlando, FL 32826</p>
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E.9 INSPECTION NOTIFICATION

E.9.1 The Contractor shall provide advance notifications to the cognizant DCMA office at a minimum of two (2) working days prior to submission of a vehicle for inspection.

E.9.2 In the case of BATS trainers, the Contractor will notify the STRICOM COR/COTR at a minimum of seven (7) working days before running the FIR for preliminary inspection. Should the STRICOM COR/COTR choose not to be present or have a representative present for the testing, the Contractor shall proceed to conduct FIR to completion.

E.10 INSPECTION POINTS

E.10.1 The inspection point for BFV (A3 and ODS) vehicles under this contract is the deprocessing/handoff/test sites listed in Section F of the contract. For MLRS carriers and kits, the inspection point is origin. The Government will perform an initial inspection of vehicles at the contractor's plant. The Contractor's address for initial inspection, and in the case of MLRS carriers final inspection, is:

United Defense, L.P.
Ground Systems Division
1100 Bairs Road
York, Pennsylvania 17404

E.10.2 In the case of Kits, the inspection point is:

United Defense, L.P.
Ground Systems Division
328 Brokaw Road, Gate 11

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Santa Clara, CA 95052

E.10.3 The final imspection for the BATS will be performed at the Destination sites specified above. The Government will perform an initial inspection of the trainers at the contractor's Orlando facility prior to the destination shipping site. At time of award, the address for the Contractor's Orlando facility is located at:

United Defense, LP
12461 Research Parkway
Suite 500
Orlando, FL 32826

E.10.4 In the case of Korea - IEDB kits the inspection/acceptance point is:

LaBarge
403 LaBarge Street
Huntsville, Arkansas 72740

Inspection is to be done by the cognizant DCMC office.
E.11 INSPECTION - VEHICLES

E.11.1 Vehicle inspection shall be in accordance with the latest revision level of the following vehicle Final Inspection Records(FIR):

- a) A3-----FIR QF87T0010
- b) ODS-----FIR QF87T0004
- c) MLRS-----FIR 8750045
- d) MLRS A1--FIR 87T0078
- e) M7 BFIST-FIR QF87T0023, Rev A

E.11.1.1 Additional MLRS inspections shall be in accordance with MLRS-ICD Memorandum of Agreement for 100% of carriers per Attachment 4, Product Assurance Program Plan.

E.11.1.2 The verification and nonconformance disposition process Section of the MLRS A1 Carrier Interface Control Dimensions MOU dated August 30, 2002 Rev A, will take precedence over the contract requirements in Section C.12.4, Design Constrants, Subsection C.12.4.1.1 and attachment 4, PAPP, Section 2.4.6, Design Changes. This language only applies to the Interface Drawing P/N 12469810, Rev G, and does not apply to any other waivers or deviations written against the MLRS program.

E.11.2 Any initial inspection and acceptance that may occur under this contract is not acceptance for purposes of final acceptance, transfer of control and risk of loss, and/or application of the rights and remedies in the Inspection of Supplies - Fixed Price clause relative to latent defects and fraud.

E.12 INSPECTION - KITS

E.12.1 Kit inspection shall be in accordance with the following:

- | | |
|------------------------------------------|-----------|
| a) M2A2 Mod Kit - ODS Applique | 57K1589 |
| b) Linebacker M6 - Mod Kit - M6 Applique | 57K1588 |
| c) MUA - Mod Kit - MUA Applique | 57K1587 |
| d) BFIST M7 - Mod Kit - M7 | SK57K1593 |
| e) ODS Engineering - Mod Kit - ODS-E | SK57K1594 |

E.13 INSPECTION - BATS

E.13.1 BATS preliminary inspection and acceptance shall be based upon the following FIR documents:

- a. ORL-BPD-9012 Rev H, BATS FIR - Image Generator
- b. ORL-BPD-9013 Rev G, BATS FIR - Instruction Operator Station
- c. ORL-BPD-9014 Rev G, BATS FIR - Remote Monitoring Station
- d. ORL-BPD-9015 Rev H, BATS FIR - Turret Section
- e. ORL-BPD-9033 Rev L, BATS FIR - Gunnery System

E.13.2 Final Inspection and Acceptance shall occur after the installation and set-up of the trainers at the Government destination site based upon the Gunnery FIR, ORL-BPD-9033, Rev H.

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E13.3 Government representatives will be given access to participate in all FIR testing. The Contractor will notify the STRICOM COR/COTR at a minimum of seven (7) working days before running the on-site FIR for final inspection. Should the STRICOM COR/COTR choose not to be present or have a representative present for the testing, the Contractor shall proceed to conduct the on-site FIR to completion. Completion of the FIR along with the appropriate documentation will constitute prima facie of compliance with FIR identified in E.13.1 and E.13.2.

E.13.4 Any initial inspection and acceptance that may occur is not acceptance for the purpose of final acceptance transfer of control and risk of loss, and or application of the rights and remedies in the Inspection of Supplies - Fixed Price Clause relative to latent defects and fraud.

E.14 BATS TESTING

E.14.1 Follow-on Production Test (FPT): The first-only BATS unit produced with an Ensemble Image Generator shall be subject to the FPT provided under Attachment 17. The intent of this FPT is to ensure that the Image Generators delivered under this contract perform equal to, or better than, the ESIG 4530 Image Generators delivered under the previous BATTIS contract DAAE07-95-C-X036 CLIN 0027.

E.14.2 Burn-in Test: Each BATS trainer produced under the contract will be subject to the Trainer Burn-in Test Procedure as defined in ORL-BPD-9136, dated February 2002 (Attachment 18). The purpose of this test is to determine that each system performs as a gunnery trainer in accordance with the contract criteria. This test will be conducted at the Contractor's Orlando, Florida facility. The Government will not require the contractor to repeat this test at final destination.

E.15 QUALITY SYSTEM

E.15.1 The Contractor shall implement and maintain a quality system in accordance with their Product Assurance Program Plan (PAPP), Attachment 4 of the contract and the requirements of this contract. Testing shall be performed in accordance with the requirements and schedules of the PAPP and this contract. The contractor's York, Pennsylvania and San Jose, California facilities have a certified ISO 9001 quality system in place, which shall apply to this contract.

E.16 COFT RECAP

E.16.1 (NOTE: we expect the PAPP Identified in Section C of the scope applies to all section of the contract. If the PAPP does not apply, UDLF must specify what quality system is in place for performance of the contract.)

E.16.2 COFT RECAP QUALIFICATION TEST

E.16.2.1 The contractor shall perform the qualification test for the first two production units at the contractors Orlando facility. The Contractor will notify the government (PEO STRI) a minimum of 5 working days before qualification test.

E.16.2.2 The criteria for the evaluation of the qualification test is identified in COFT RECAP Performance Specification.

E. 16.3 On Site Acceptance Test (OSAT) / Final Inspection Report (FIR).
The OSAT/FIR Testing of all subsequent COFT RECAP will be conducted by the Government at the field site locations identified on attachment_22_of the contract. The OSAT/FIR will be conducted in accordance with the Specification.

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	<u>ACRN</u>	<u>OBLG STAT/</u> <u>JOB ORD NO</u>		<u>PRIOR AMOUNT</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>AMOUNT</u>
4001AA	7246F88072 31201284009 A14P300972SF	BA	1 4ZGBSF	\$	0.00	\$ 10,237,500.00	\$ 10,237,500.00
4002AA	724043AG72 31102897002 A14P300272AP	BB	1 4ZGBAP	\$	0.00	\$ 7,749,990.00	\$ 7,749,990.00
NET CHANGE					\$	17,987,490.00	

<u>SERVICE</u> <u>NAME</u>	<u>NET CHANGE</u> <u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>
Army	BA	21 42033000045R5R03P31201231E9 S20113	W56HZV	\$ 10,237,500.00
Army	BB	21 42033000045R5R03P31102831E9 S20113	W56HZV	\$ 7,749,990.00
NET CHANGE				\$ 17,987,490.00

	<u>PRIOR AMOUNT</u> <u>OF AWARD</u>	<u>INCREASE/DECREASE</u> <u>AMOUNT</u>	<u>CUMULATIVE</u> <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$ 818,911,083.28	\$ 17,987,490.00	\$ 836,898,573.28

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 38 of 38
	PIIN/SIIN DAAE07-01-C-M016	MOD/AMD P00095	
Name of Offeror or Contractor: UNITED DEFENSE, L.P.			

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit J	LIST OF PARTS FOR ODS MODIFICATION KITS (CLIN 4002AA)	13-MAY-2004	001	
Attachment 031	M7 BFIST GFM LIST FOR FY04 (OIF PRODUCTION	13-MAY-2004	001	

LIST OF PARTS CONTAINED IN THE ODS MODIFICATION KITS
 (CLIN 4002AA)

ELIN	PART NUMBER	DESCRIPTION	QUANTITY	DELIVERY DATE
J001	12292058-KIT	Turret Bearings Mod Kit	40	31 May 2005
J002	12446205-KIT	Cable Assembly Mod Kit	40	31 May 2005
J003	12446500-3ECB-KIT	Tech Kit ECB Mod Kit	40	31 May 2005
J004	IROAN-3-3ECB-KIT	Tech Kit ECB Mod Kit	40	31 May 2005
J005	12446242-KIT	Shift Tower Assembly Mod Kit	40	31 May 2005
J006	12446333-KIT	Electronic Assembly Mod Kit	40	31 May 2005
J007	1256109200-KIT	Handstation Mod Kit	40	31 May 2005
J008	12900708-KIT	Common DECA	40	31 May 2005
J009	12933442-KIT	Turret Armor Mod Kit	40	31 May 2005
J010	12933695-KIT	Eyesafe Laser Range Finder Mod Kit	40	31 May 2005
J011	12933698-KIT	ODS Hardware Kit, Turret	40	31 May 2005
J012	57K0513-KIT	Transmission Electronic Controller	40	31 May 2005
J013	57K1400-KIT	External Stowage M2A2 & M3A2 Mod Kit	40	31 May 2005
J014	57K1516-KIT	Navigation System Mod Kit	40	31 May 2005
J015	57K1533-KIT	M2A2 005 Stowage Mod Kit	40	31 May 2005
J016	57K1839-KIT	Engine Access Door Electro-Hydraulic	40	31 May 2005
J017	9381060-KIT	Turret Deflector & Cover Inst'l Mod Kit	40	31 May 2005
J018	12524600ENH-R	Reman 25mm Gun Kit (Enhanced)	40	31 May 2005
J019	13492500-1	BELRF Mod Kit	40	31 May 2005

M7 BFIST GFM LIST FOR FY004 (OIF) PRODUCTION
 (CLIN 4001AA)

<u>Part Number</u>	<u>Vehicle Type</u>	<u>Description</u>	<u>Quantity</u>
MK-BFIST-GFM	M7 BFIST	SINGGARS KIT (CECOM-PPL-10589)	13
MK-2520A/VSQ-1-GFM	M7 BFIST	EPLARS INSTALL KIT	13
A3210709-GFM	M7 BFIST	VIS KIT	13
9380400-GFM	M7 BFIST	BACK-UP SIGHT	13
7310-01-387-1305-GFM	M7 BFIST	HEATER, WATER, (MRE)	13
4250710-GFM	M7 BFIST	LCU TABLE CONVERSION KIT	13
2540-01-396-2826	M7 BFIST	HEATER, VEHICULAR	13
2530-01-300-1681-GFM	M7 BFIST	TRACK PAD KITS	13
13492497-GFM	M7 BFIST	ISU WITH BELRF/LASER POWER SUPPLY AND O/I CABLES	13
12967998-GFM	M7 BFIST	PLGR MOUNT	13
12524520-GFM	M7 BFIST	25 MM BARRELS (ENHANCED)	13
12484747-GFM	M7 BFIST	INERTIAL NAVIGATION UNIT (INU)	13
12462990-GFM	M7 BFIST	COMP CYL FM-200	13
12386473-GFM	M7 BFIST	DRIVER DISPLAY	13
12359466-4GFM	M7 BFIST	TRACK 84 PAD	13
12359466-3GFM	M7 BFIST	TRACK 82 PAD	13
12358911-GFM-UD WARRANTY	M7 BFIST	600 HP ENGINE-REMAN	13
12358464-R-GFM	M7 BFIST	ROAD WHEELS	13
12357918-GFM	M7 BFIST	PERISCOPE, M17	13
12357909-GFM	M7 BFIST	PERISCOPE, 20 DEGREE	13
12357908-GFM	M7 BFIST	PERISCOPE, 15 DEGREE	13
12357792-GFM	M7 BFIST	PERISCOPE, M27	13
12307275-1GFM-R	M7 BFIST	INST PANEL ASSY	13
12293184-GFM-R	M7 BFIST	FIRE EXTINGUISHER	13
12272555-GFM	M7 BFIST	POWER CONTROL SENSOR	13
12013880-GFM	M7 BFIST	25MM DUMMY ROUNDS	13
013-1934-010-GFM	M7 BFIST	ANTENNA, PLGR	13